BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:00 a.m., Tuesday, August 21, 2012**
Claiborne Building Conference Center
Auditorium, Room 100, “The Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order

B. Roll Call

C. Invocation

D. Approval of June 18, 2012 Meeting Minutes and Ratification of July 19, 2012 Executive Committee Meeting Minutes.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request for approval to reorganize the administrative structure in the College of Science.

2. Northwestern State University’s request for approval of a Proposal for a Graduate Certificate in Teaching English to Speakers of Other Languages (TESOL).

3. University of Louisiana at Monroe’s request for approval of its Proposal for a Master of Occupational Therapy graduate degree program.

** Executive Session, pursuant to R.S. 42:6.1, may be required. Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
4. University of Louisiana System’s request, on behalf of its nine institutions, for approval of a Proposal for a Collaborative B.A. in Organizational Leadership.

5. University of Louisiana System’s request for approval of System Universities’ 2012-13 Promotions in Faculty Rank and Recommendations for Tenure.

6. Other Business

F. REPORT OF ATHLETIC COMMITTEE

1. Northwestern State University’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Lane Burroughs, effective July 1, 2012.

2. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Track and Field Coach, Mr. James Brady, effective June 1, 2012.

3. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Women’s Tennis Coach, Mr. Jason Hayes, effective June 1, 2012.

4. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Softball Coach, Mr. Clyde “Pete” Langlois, effective June 1, 2012.

5. University of Louisiana at Monroe’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Jeff Schexnaider, effective August 1, 2012.

6. University of Louisiana at Monroe’s request for approval of a contractual agreement with Head Basketball Coach, Mr. Keith Richard, effective August 1, 2012.

7. University of Louisiana at Monroe’s request for approval of its Revised Complimentary Ticket Policy.

8. University of Louisiana System’s report of significant athletic activities for the period of June 1 to August 8, 2012.

9. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System’s request for acceptance of Fiscal Year 2011-12 Financial and Compliance, and Federal Award Programs Representation Letters for:
   a. McNeese State University
   b. Southeastern Louisiana University
   c. University of Louisiana at Lafayette
   d. University of Louisiana at Monroe
e. University of New Orleans
f. University of Louisiana System

2. **University of Louisiana System**’s report on internal and external audits submitted for the period of June 1 to August 8, 2012.

3. Other Business

H. **REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Louisiana Tech University**’s request for approval to rename the Louisiana Tech University Technology Transfer Center in Shreveport (TTCS) the **Louisiana Tech University Shreveport Center**.

2. **Louisiana Tech University**’s request for approval to enter into a ground lease with the Louisiana Tech University Foundation to install lighting at the soccer field and to accept donations from the Foundation for the improvements to the facility upon completion of the installation.

3. **Nicholls State University**’s request for approval to name the Archives in the Ellender Memorial Library the **Phillip D. Uzee Archives**.

4. **Nicholls State University**’s request for approval to name the Generations Teaching Generations (GTG) classroom the **Frank Joseph DeSalvo Room**.

5. **Nicholls State University**’s request for approval to change the name of La Maison du Bayou to the **John A. Brady, Jr. Residential Complex**.

6. **Nicholls State University**’s request for approval to name the locker room in the women’s soccer room the **Lester S. Bimah Room**.

7. **Northwestern State University**’s request for approval to petition the Interim Emergency Board to address deterioration in the original Nursing Education Building #07459, 300 Warrington Place.

8. **University of Louisiana at Lafayette**’s request for approval to renew the terms of a lease with LSU System, Health Care Services Division.

9. **University of New Orleans**’ request for approval of a lease between University of New Orleans and the University of New Orleans Foundation for the use of 6401 St. Bernard Avenue, New Orleans, as the President’s Residence.

10. **University of Louisiana System**’s request for approval of Fiscal Year 2013-14 Capital Outlay Budget Request and Institutions’ Five-Year Capital Outlay Plans.

11. Other Business
I. REPORT OF FINANCE COMMITTEE

1. Louisiana Tech University’s request for approval to complete the refunding of the University’s outstanding Series 2002 Bonds and the issuance of the new Series 2012 Bonds.

2. McNeese State University’s request for approval to establish two LEQSF (8g) Endowed Professorships as follows:
   a. Citgo Petroleum Professorship in Engineering #7
   b. Thomas B. Shearman Professorship in Mass Communications

3. McNeese State University’s, Nicholls State University’s, Southeastern Louisiana University’s, and University of Louisiana at Lafayette’s request for contract pricing for Nursing Post Master’s Certificate Programs, with inclusion of Nicholls State University contingent upon approval to offer the Nursing Post Master’s Certificate Programs.

4. Nicholls State University’s request for approval to rescind the relationship between Nicholls State University and the Louisiana Center for Women and Government and allow the University to move into a relationship with the Center based on a Memorandum of Understanding.

5. University of Louisiana at Lafayette’s request for approval to place a referendum for a student self-assessed fee on the Fall 2012 ballot.

6. University of Louisiana at Monroe’s report on the refinancing of debt that was incurred by the University of Louisiana at Monroe Facilities Corporation for the construction of residential facilities, renovation of the student union, and construction of the university health center.

7. University of New Orleans’ request to approve a bond resolution authorizing the issuance of $9,700,000 in aggregate principal amount of Board of Supervisors for the University of Louisiana System Revenue Refunding Bonds (University of New Orleans Wellness Center Project) Series 2012.

8. University of Louisiana System’s request for approval of Fiscal Year 2012-13 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, and scholarships.

9. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Louisiana Tech University’s request for approval to appoint Dr. Lawrence Leonard as Interim Dean of the College of Education effective September 1, 2012.

2. McNeese State University’s request for approval to appoint Dr. Musa Essayyad as the Dean of the College of Business effective August 1, 2012.
3. **University of Louisiana at Lafayette’s** request for approval to continue the interim appointment of Mr. Ken Ardoin as Vice President for University Advancement effective July 1, 2012.

4. **University of Louisiana at Lafayette’s** request for approval to appoint Dr. Ramesh Kolluru as Interim Vice President for Research effective August 13, 2012.

5. **University of New Orleans’** request for approval to appoint Dr. Norman Whitley as Interim Dean of the College of Engineering effective June 4, 2012.

6. Other Business

K. **SYSTEM PRESIDENT’S BUSINESS**

   1. Personnel Actions
   2. System President’s Report
   3. Other Business

L. **BOARD CHAIR’S BUSINESS**

   1. Board Chair’s Report
   2. Other Business

M. Other Business

N. Adjournment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.1. Northwestern State University’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Lane Burroughs, effective August 21, 2012.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through June 30, 2015, the Coach’s salary for each year is $75,000, payable in 26 equal installments. The Northwestern State University Foundation may pay Coach additional salary supplements as follows:

- $2,000 salary supplement for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals.
- $2,000 for advancing to the Super Regionals.
- $10,000 for advancing to the College World Series.
- $1,500 if he is selected as “Southland Conference Coach of the Year.”
- $1,000 for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The NSU Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $35,000.

The University and the NSU Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Head Baseball Coach, Mr. Lane Burroughs, effective August 21, 2012.
July 30, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Baseball Coach - Lane Burroughs, Contract

Dear Dr. Moffett:

Northwestern State University is submitting the attached contract for Head Baseball Coach - Lane Burroughs to be placed on the agenda for the August 2012 Board meeting. Please note that this is a multi-year contract.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pcc

Attachment
July 28, 2012

To: Dr. Randy Webb, President

From: Greg Burke, Director of Athletics

Re: Contract for Head Baseball Coach

Dr. Webb, please find attached to this email a three-year contract for new baseball coach Lane Burroughs, to be presented for approval at the August University of Louisiana System Board of Supervisors meeting.

As you know, Lane has “hit the ground running” since being hired in June and has created a very positive level of energy among our fan base and in the collegiate and high school baseball communities. His reputation as a hitting coach who has the ability to properly and positively motivate baseball student-athletes and most importantly, his reputation as a quality person will serve him well as the leader of the NSU baseball program.

Please feel free to communicate with me if you have any question regarding Lane’s contract.

Thank you.

Cc: Jerry Pierce
NORTHWESTERN STATE UNIVERSITY
CONTRACT OF EMPLOYMENT
for THOMAS LANE BURROUGHS

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 21st day of August, 2012, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, and Thomas Lane Burroughs, Head Baseball Coach of Northwestern State University (hereinafter "Coach").

WITNESSETH:

WHEREAS, the University requires the services of a Head Baseball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Thomas Lane Burroughs as Head Baseball Coach at Northwestern State University, and Lane Burroughs does hereby accept said employment and agrees to perform all those services pertaining to Head Baseball Coach as prescribed by the University through the President and the Director of Athletics.

1.1. Coach shall be responsible, and shall report, directly to Northwestern State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University’s President.

1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University’s athletic program as the Director may assign.

1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period July 1, 2012 to June 30, 2015, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. BASE SALARY

The University shall pay the Coach a base annual salary payable in 26 equal installments as follows:

First Year of Contract
Seventy-five Thousand Dollars ($75,000) payable in 26 equal installments:
Second Year of Contract
Seventy-five Thousand Dollars ($75,000) payable in 26 equal installments:

Third Year of Contract
Seventy-five Thousand Dollars ($75,000) payable in 26 equal installments:

3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 9.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University non-classified employee.

5. **CAMPS AND CLINICS**

   a. Coach Burroughs may operate and receive additional compensation for camps/clinics as outlined in the athletic department’s policy regulating camps and clinics.

   All revenues from university camps/clinics will be deposited into Coach Burroughs’ university camp budget. After all expenses are met, Coach Burroughs may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university baseball operating budget, or a combination of the three, at his discretion.

   b. Camps operated through the university camp budget will not be subject to facility fees.

   c. Conducting camps and clinics is considered a part of Coach Burroughs’ job description related to promoting the University and the athletic department, thus Coach Burroughs will not be required to take leave while conducting camps run through the University camp budget.

   d. Coach Burroughs’ camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

   e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.
6. **SUPPLEMENTAL INCENTIVE COMPENSATION**

Coach Burroughs will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals. Coach Burroughs will earn an additional $2,000 salary supplement for advancing to the Super Regionals and an additional $10,000 for advancing to the College World Series. Furthermore, Coach Burroughs shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.” These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy. Incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. All incentives shall be funded by the NSU Foundation and paid through University payroll.

7. **OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).”

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or the employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 1 1.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Burroughs terminates the Contract without cause, Coach Burroughs would be liable to the University for Liquidated Damages in the amount of Thirty-Five Thousand ($35,000) Dollars. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Assistant coaches shall be appointed as University un-classified employees.

11. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

**WITNESSES:**

[Signatures]

**NORTHWESTERN STATE UNIVERSITY**

**BY**

[Signatures]

THOMAS LANE BURROUGHS, Head Coach

**BY**

[Signatures]

GREGORY S. BURKE, Director of Athletics

**BY**

[Signatures]

BRAD LAIRD, Director
Northwestern State University Foundation

**BY**

[Signatures]

DR. RANDALL WEBB, President
Northwestern State University

**BY**

[Signatures]

DR. RANDY MOFFETT, President
University of Louisiana Board of Supervisors
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.2. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Track and Field Coach, Mr. James Brady, effective June 1, 2012.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2013, Coach’s annual salary is $51,400, payable on a biweekly basis. Coach may also be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary.

The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $2,000--for each round advanced NCAA Tournament
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

The University does not guarantee amounts due under this contract beyond the current year of performance. The Lion Athletic Association is responsible for any amounts beyond the current year.

Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the track and/or the cross country program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
Executive Summary
August 21, 2012
Page 2

The University and the Lion Athletic Association each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contractual agreement with Head Track and Field Coach, Mr. James Brady, effective June 1, 2012.
August 1, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 N. Third Street, Suite 7-290
Baton Rouge, Louisiana 70802

Re: Contracts for Athletic Head Coaches

Dear Dr. Moffett:

Southeastern Louisiana University respectfully requests the following contracts for athletic head coaches be placed on the agenda for the August 2012, meeting of the Board of Supervisors.

   Head Coach Track & Field – James Brady
   Head Coach Women’s Tennis – Jason Hayes
   Head Coach Softball – Clyde Langlois

Sincerely,

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD TRACK & FIELD/ CROSS COUNTRY COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2012 between Southeastern Louisiana University through its President, Dr. John Crain and James Brady (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD TRACK & FIELD/ CROSS COUNTRY COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to TRACK & FIELD/ CROSS COUNTRY which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to the DIRECTOR and shall confer with the DIRECTOR or the DIRECTOR’s designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY’s athletics program as the DIRECTOR may assign.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.

1.5 COACH shall schedule an appropriate number of guarantee TRACK & FIELD/ CROSS COUNTRY games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual TRACK & FIELD/ CROSS COUNTRY schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements,
coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2012 and terminating without further notice to COACH on the 31st day of May 2013 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $51,400 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. The LIONS ATHLETIC ASSOCIATION ("LAA") is responsible for any amounts beyond the current year.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all
mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. One half of the supplement shall be drawn from the championship fund of the Lion Athletics Association. The remaining half of the supplement shall be drawn from the sport program’s restricted account of the Lion Athletics Association. Should the funds not be available in the sport program’s restricted account at the time the earned salary supplement is due, the sport program’s restricted account will remain obligated for that portion of the supplement for a maximum of one calendar year from the date of distribution of the portion paid from the championship fund. Any obligations of the program’s restricted account that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
D. $2,000- for each round advanced NCAA Tournament
E. $10,000 for winning the NCAA National Championship
F. $250.00- NCAA All American Athlete with GPA over 3.0
G. $100.00-NCAA All American Athlete with GPA 2.0-2.9
H. $250.00 Team average APR above 965
I. $ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

***Any commission, bonus or other incentive payment are subject to the regulations of Title IX of the Higher Education.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and TRACK & FIELD/ CROSS COUNTRY Team. Formatting of the show prior to its initial airing must be
approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

(e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH and assistant coaches may collectively receive only up to $5,000 for the payment of show. Any amounts above the $5,000 will go toward the Championship Fund of the Lion Athletics Association. All these and other monies received by coaches and employees for the show must be approved by the DIRECTOR prior to payment of services rendered. All shows must be in compliance with all NCAA and Gender Equity provisions.
6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

(b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(d) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides

1) Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.

(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(h) The COACH is an independent contractor during said camp activities and, as such, is
licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The DIRECTOR and Assistant Vice President for Extended Studies will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

7.2 COACH may be provided the use of a vehicle. COACH will be required to maintain appropriate insurance as required (if vehicle is available).

7.3 For each TRACK & FIELD/ CROSS COUNTRY season, COACH shall be entitled to a total of ten (10) tickets per home TRACK & FIELD/ CROSS COUNTRY game and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of TRACK & FIELD/ CROSS COUNTRY camps and/or TRACK & FIELD/ CROSS COUNTRY clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).
9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified TRACK & FIELD/ CROSS
COUNTRY personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to supervise TRACK & FIELD/ CROSS COUNTRY staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.

12.0 Termination

12.1 COACH may be terminated by the DIRECTOR at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate or serious violations of NCAA, conference, or university rules, regulations, policies or procedures. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

12.2 Either party may opt to terminate this contract in the event that UNIVERSITY’s athletics program undergoes a division reclassification.

12.3 This contract may be terminated at any time should the UNIVERSITY discontinue the TRACK & FIELD/ CROSS COUNTRY program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or the number of days remaining on the current contract, whichever is less. In lieu of such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

12.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months regular pay
or the number of days remaining on the current contract, whichever is less, as determined by the University. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.5 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.

PRESIDENT -Dr. John Crain ___________________________ Date
Southeastern Louisiana University

Bart Bellairs ___________________________ Date
DIRECTOR OF ATHLETICS

James Brady ___________________________ Date
HEAD TRACK & FIELD/
CROSS COUNTRY COACH

PRESIDENT ___________________________ Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ____________________ , 20__ .

SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
Track & Field/Cross Country, Head Coach

AGREEMENT
HEAD TRACK & FIELD/ CROSS COUNTRY COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and James Brady the University Head TRACK & FIELD/ CROSS COUNTRY Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head TRACK & FIELD/ CROSS COUNTRY coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head TRACK & FIELD/ CROSS COUNTRY Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletic Association and Head TRACK & FIELD/ CROSS COUNTRY Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _____ day of ____________________, 20__.

PRESIDENT - Dr. John Crain                                      Date
Southeastern Louisiana University

__________________________                                    Date
Bart Bellairs
ATHLETICS DIRECTOR

__________________________                                    Date
James Brady
HEAD TRACK & FIELD/
CROSS COUNTRY COACH

__________________________                                    Date
PRESIDENT
LION ATHLETIC ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on
the ________ day of ____________________, 20__.

__________________________                                    Date
SECRETARY OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item F.3. **Southeastern Louisiana University**‘s request for approval of a contractual agreement with Head Women’s Tennis Coach, Mr. Jason Hayes, effective June 1, 2012.

**EXECUTIVE SUMMARY**

Under the proposed one-year agreement, effective through May 31, 2013, Coach’s annual salary is $48,856, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary.

The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $2,000--for each round advanced NCAA Tournament
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

The University does not guarantee amounts due under this contract beyond the current year of performance. The Lion Athletic Association is responsible for any amounts beyond the current year.

The University may at any time, and in its sole discretion, terminate the employment of Coach for any reason. Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women’s tennis program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletic Association each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contractual agreement with Head Women’s Tennis Coach, Mr. Jason Hayes, effective June 1, 2012.
August 1, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 N. Third Street, Suite 7-290
Baton Rouge, Louisiana 70802

Re: Contracts for Athletic Head Coaches

Dear Dr. Moffett:

Southeastern Louisiana University respectfully requests the following contracts for athletic head coaches be placed on the agenda for the August 2012, meeting of the Board of Supervisors.

   Head Coach Track & Field – James Brady
   Head Coach Women’s Tennis – Jason Hayes
   Head Coach Softball – Clyde Langlois

Sincerely,

[Signature]

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S TENNIS COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2012 between Southeastern Louisiana University through its President, Dr. John Crain and Jason Hayes (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD WOMEN’S TENNIS and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN’S TENNIS which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 COACH shall be responsible, and shall report, directly to the DIRECTOR and shall confer with the DIRECTOR or the DIRECTOR’s designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY’s athletics program as the DIRECTOR may assign.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.

1.5 COACH shall schedule an appropriate number of guarantee WOMEN’S TENNIS games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN’S TENNIS schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements,
coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2012 and terminating without further notice to COACH on the 31st day of May 2013 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

2.3 By mutual agreement contract may be extended for an additional year. The extension must be agreed to and executed no later than 45 days after the last game of the season (including any post-season play).

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $48,856 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be
determined in accordance with paragraph 12.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. One half of the supplement shall be drawn from the championship fund of the Lion Athletics Association. The remaining half of the supplement shall be drawn from the sport program’s restricted account of the Lion Athletics Association. Should the funds not be available in the sport program’s restricted account at the time the earned salary supplement is due, the sport program’s restricted account will remain obligated for that portion of the supplement for a maximum of one calendar year from the date of distribution of the portion paid from the championship fund. Any obligations of the program’s restricted account that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
D. $2,000- for each round advanced NCAA Tournament
E. $10,000 for winning the NCAA National Championship
F. $250.00- NCAA All American Athlete with GPA over 3.0
G. $100.00-NCAA All American Athlete with GPA 2.0-2.9
H. $250.00 Team average APR above 965
1. $100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

***Any commission, bonus or other incentive payment are subject to the regulations of Title IX of the Higher Education.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and WOMEN'S TENNIS Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.

(b) Long distance phone calls. University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

(e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.

4
5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH and assistant coaches may collectively receive only up to $5,000 for the payment of show. Any amounts above the $5,000 will go toward the Championship Fund of the Lion Athletics Association. All these and other monies received by coaches and employees for the show must be approved by the DIRECTOR prior to payment of services rendered. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

(b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(d) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides

1) Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.

(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The DIRECTOR and Assistant Vice President for Extended Studies will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

7.2 COACH may be provided the use of a vehicle. COACH will be required to maintain appropriate insurance as required (if vehicle is available).

7.3 For each WOMEN’S TENNIS season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN’S TENNIS game and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have
no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of WOMEN'S TENNIS camps and/or WOMEN'S TENNIS clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of shoes, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University
regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified WOMEN'S TENNIS personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to supervise WOMEN'S TENNIS staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.

12.0 Termination

12.1 COACH may be terminated by the DIRECTOR at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

12.2 Either party may opt to terminate this contract in the event that UNIVERSITY’S athletics program undergoes a division reclassification. In this provision as in provision 12.4 neither the university or the employee is liable for any buyouts.
12.3 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S TENNIS program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or the number of days remaining on the current contract, whichever is less. In lieu of such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months regular pay or the number of days remaining on the current contract, whichever is less, as determined by the University. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.5 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.
PRESIDENT - Dr. John Crain  
Southeastern Louisiana University

Bart Bellairs  
DIRECTOR OF ATHLETICS

Jason Hayes  
HEAD WOMEN'S TENNIS COACH

PRESIDENT  
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on
the _____ day of ____________________, 20__.

SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
Women’s Tennis, Head Coach

AGREEMENT
HEAD WOMEN’S TENNIS COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jason Hayes the University Head WOMEN’S TENNIS Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN’S TENNIS coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN’S TENNIS Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletic Association and Head WOMEN’S TENNIS Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _______ day of ____________________, 20____.

_____________________________  Date
PRESIDENT - Dr. John Crain
Southeastern Louisiana University

_____________________________  Date
Bart Bellairs
ATHLETICS DIRECTOR

_____________________________  Date
Jason Hayes
HEAD WOMEN'S TENNIS COACH

_____________________________  Date
PRESIDENT
LION ATHLETIC ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on
the _______ day of ____________________, 20____.

_____________________________
SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.4. Southeastern Louisiana University’s request for approval of a contractual agreement with Head Softball Coach, Mr. Clyde “Pete” Langlois, effective June 1, 2012.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2013, Coach’s annual salary is $49,991, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary.

The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $2,000--for each round advanced NCAA Tournament
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

The University does not guarantee amounts due under this contract beyond the current year of performance. The Lion Athletic Association is responsible for any amounts beyond the current year.

The University may at any time, and in its sole discretion, terminate the employment of Coach for any reason. Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the softball program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletic Association each have an agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contractual agreement with Head Softball Coach, Mr. Clyde “Pete” Langlois, effective June 1, 2012.
August 1, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 N. Third Street, Suite 7-290
Baton Rouge, Louisiana 70802

Re: Contracts for Athletic Head Coaches

Dear Dr. Moffett:

Southeastern Louisiana University respectfully requests the following contracts for athletic head coaches be placed on the agenda for the August 2012, meeting of the Board of Supervisors.

   Head Coach Track & Field – James Brady
   Head Coach Women’s Tennis – Jason Hayes
   Head Coach Softball – Clyde Langlois ♠

Sincerely,

[Signature]

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2012 between Southeastern Louisiana University through its President, Dr. John Crain and Clyde Langlois (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

1.1 Southeastern Louisiana University (“UNIVERSITY”) does hereby employ COACH as HEAD SOFTBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to SOFTBALL which is required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director (“DIRECTOR”).

1.2 COACH shall be responsible, and shall report, directly to the DIRECTOR and shall confer with the DIRECTOR or the DIRECTOR’s designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY’s athletics program as the DIRECTOR may assign.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.

1.5 COACH shall schedule an appropriate number of guarantee SOFTBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The
DIRECTOR will have the responsibility for approving the annual SOFTBALL schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2012 and terminating without further notice to COACH on the 31st day of May 2013 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

2.3 By mutual agreement contract may be extended for an additional year. The extension must be agreed to and executed no later than 45 days after the last game of the season (including any post-season play).

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $49,991 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increase in
addition to the stated base salary. The COACH is also subject to pay adjustments according to
economic circumstances that affect all similarly compensated employees in the unclassified staff
service.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. One half of the supplement shall be drawn from the championship fund of the Lion Athletics Association. The remaining half of the supplement shall be drawn from the sport program’s restricted account of the Lion Athletics Association. Should the funds not be available in the sport program’s restricted account at the time the earned salary supplement is due, the sport program’s restricted account will remain obligated for that portion of the supplement for a maximum of one calendar year from the date of distribution of the portion paid from the championship fund. Any obligations of the program’s restricted account that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year

B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship

D. $2,000- for each round advanced NCAA Tournament

E. $10,000 for winning the NCAA National Championship

F. $250.00- NCAA All American Athlete with GPA over 3.0

G. $100.00-NCAA All American Athlete with GPA 2.0-2.9

H. $250.00 Team average APR above 965

I. $100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

***Any commission, bonus or other incentive payment are subject to the regulations of Title IX of the Higher Education.

5.0 **Contracts for broadcast and/or telecast**

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and SOFTBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

(c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.

(d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments
and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

(e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH and assistant coaches may collectively receive only up to $5,000 for the payment of show. Any amounts above the $5,000 will go toward the Championship Fund of the Lion Athletics Association. All these and other monies received by coaches and employees for the show must be approved by the DIRECTOR prior to payment of services rendered. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
(b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

(c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

(d) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides

1) Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.

(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

(h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The DIRECTOR and Assistant Vice President for Extended Studies will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for
optional employee plans as would any other University unclassified employee.

7.2 COACH may be provided the use of a vehicle. COACH will be required to maintain appropriate insurance as required (if vehicle is available).

7.3 For each SOFTBALL season, COACH shall be entitled to a total of ten (10) tickets per home SOFTBALL game and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of SOFTBALL camps and/or SOFTBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of
Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 **Compliance with NCAA, Conference and University Rules**

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

10.3 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 **Coaching Staff**

11.1 COACH shall have the authority to select unclassified SOFTBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

11.2 COACH is expected to supervise SOFTBALL staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.
12.0 Termination

12.1 COACH may be terminated by the DIRECTOR at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

12.2 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In this provision as in provision 12.3 neither the university or the employee is liable for any buyouts.

12.3 This contract may be terminated at any time should the UNIVERSITY discontinue the SOFTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or the number of days remaining on the current contract, whichever is less. In lieu of such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial
exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months regular pay or the number of days remaining on the current contract, whichever is less, as determined by the University. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.5 Any violation of this contract is grounds for dismissal with cause.

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.

_________________________  Date
PRESIDENT - Dr. John Crain
Southeastern Louisiana University

_________________________  Date
Bart Bellairs
DIRECTOR OF ATHLETICS

_________________________  Date
Clyde "Pete" Langlois
HEAD SOFTBALL COACH

_________________________  Date
PRESIDENT
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of __________________, 20__. 

_________________________  Date
SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN:
Southeastern Louisiana University AND
Lion Athletics Association AND
Softball, Head Coach

AGREEMENT
HEAD SOFTBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Clyde “Pete” Langlois the University Head SOFTBALL Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head SOFTBALL coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head SOFTBALL Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletic Association and Head SOFTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _______ day of ______________________, 20____

PRESIDENT - Dr. John Crain  
Southeastern Louisiana University

Bart Bellairs  
ATHLETICS DIRECTOR

Clyde "Pete" Langlois  
HEAD SOFTBALL COACH

PRESIDENT  
LION ATHLETIC ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its
meeting on the __________ day of ______________________, 20____.

SECRETARY OF THE BOARD OF 
SUPERVISORS FOR THE UNIVERSITY OF 
LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.5. University of Louisiana at Monroe’s request for approval of a contractual
agreement with Head Baseball Coach, Mr. Jeff Schexnailer, effective August 1,
2012.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2015, Coach’s annual salary is
$80,000. In addition, Coach shall receive a $5,000 salary adjustment for finishing with a
winning record in regular season conference competition. The agreement also stipulates that the
University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives
based on certain specified achievements, as follows:

- $7,500 for finishing in first place in the regular season conference standings;
- $7,500 for winning the conference tournament or earning an at-large bid in the NCAA
  Division 1 Baseball Tournament;
- $15,000 for appearing in the College World Series.

The salary adjustment and athletics competition incentives will only be awarded if the
team’s annual APR score of that particular year is above the minimum threshold as declared by
the NCAA (currently 930) and the program is not subject to scholarship limitations or post-
season penalties.

If the University terminates the agreement without cause, then Coach is entitled to one
year of the base salary or the amount due to the last day of the contract, whichever is less. The
University is responsible for the current fiscal year compensation, through the end of the fiscal
year (June 30). The ULM Athletic Foundation is responsible for the remaining months in the
agreement (the next July 1 through expiration).

If Coach terminates agreement without cause to become employed as a head coach at any
other NCAA Division 1 institution, then Coach shall be liable to the ULM Athletic Foundation
for liquidated damages of $25,000.

The University and the ULM Athletic Foundation have combined this agreement into one
joint contractual agreement.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System does hereby approve the contractual agreement for Mr. Jeff Schexnaider, Head Baseball Coach, effective August 1, 2012.
July 31, 2012

Dr. Randy Moffett
President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Moffett:

Pursuant to Board of Supervisors policy, I am requesting the approval of the contract of Mr. Jeff Schexnaider, the Head Baseball Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective August 1, 2012.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
EMPLOYMENT AGREEMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of August, 2012, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Jeff Schexnaider (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of Louisiana at Monroe.

1.0 Employment

1.1 The University does hereby employ COACH as Head Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Intercollegiate Athletics.

1.2 COACH shall be responsible, and shall report, directly to ULM’s Director of Intercollegiate Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties for ULM’s athletic program as the Director may assign, provided the assignment is a reasonable request for a Head Baseball Coach at a Division 1 institution.

1.4 COACH agrees to represent ULM positively in public and private forums and shall not engage in conduct that reflects adversely on ULM or its athletic programs.

1.5 COACH shall be expected to participate in an appropriate number of non-conference “guarantee” baseball games on an annual basis in order to generate necessary revenue. The number of contests will be determined by mutual consent of both the director and COACH.
1.6 COACH shall inform the Director of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

1.7 COACH shall be expected to attend a minimum of eight (8) public events per year as scheduled by the director.

2.0 Term

2.1 The employment under the terms of this contract shall be for the period August 1, 2012 to June 30, 2015.

2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing, signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

2.3 If the men’s baseball team’s Academic Progress Rate (APR) is below the minimum threshold, as declared by the NCAA (currently 930), for a single year, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base salary payable at the following annualized rate:

- August 1, 2012 through July 31, 2013 $80,000 per annum
- August 1, 2013 through July 31, 2014 $80,000 per annum
- August 1, 2014 through June 30, 2015 $80,000 per annum

Salary Adjustment
COACH shall receive a $5,000 salary adjustment for finishing with a winning record in regular season conference competition. This salary adjustment will take effect July 1st and remain in effect for the duration of the current contractual agreement. This salary adjustment will only be awarded if the team’s annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 930) and the program is not subject to scholarship limitations or post-season penalties.
3.2 COACH is expected to participate in pre-and post-game interviews conducted in conjunction with broadcasts of baseball games as well as weekly radio and/or television shows.

3.3 COACH shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received. COACH may appear on television, radio or internet programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the University, which approval shall not be unreasonably withheld by the University.

3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 10.1.

4.0 Annual Performance Incentives

4.1 Team Performance

During his employment as COACH of the University’s Baseball team, the COACH shall have the opportunity to receive the following earned athletics competition incentives in consideration of the efforts in contributing to certain events or occurrences. These athletics competition incentives shall be subject to and inclusive of all mandatory withholdings.

Athletics Competition Incentives

- $7,500 for finishing in first place in the regular season conference standings
- $7,500 for winning the conference tournament OR earning an at-large bid in the NCAA Division I Baseball Tournament.
- $15,000 for appearing in the College World Series.

These athletics competition incentives will only be awarded if the teams’ annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 930) and the program is not subject to scholarship limitations or post-season penalties, and shall be paid from unrestricted funds in the ULMF.

COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of his coaching or athletic support staff provided that coach understands and agrees that no payment may be made to any employee who is the subject of a current disciplinary action or investigation.
Payments earned from incentives in section 4.0 will be subject to applicable local, state and federal withholding taxes and will be paid to COACH on or before June 30 of the respective contract year.

5.0  Camps and Clinics

5.1  COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.

5.2  It is specifically agreed that if such a camp is operated, COACH will operate such camps and that COACH acts as an independent contractor. COACH will be required to sign a separate agreement related to the operation of such camp. Facility and other fees required as part of this contract will be consistent with fees charged to other independent contractors for similar facilities.

5.3  The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

B. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4  (1) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

(2) The COACH shall assist the department with the maintenance of complete records regarding income and expenditures associated with said camp and available for verification by University auditors.

6.0  Employee Benefits

6.1  COACH shall participate in the mandatory benefit plans and be eligible for optional employee plans as would any other unclassified employee.

6.2  COACH will be allowed to obtain a vehicle provided by an automobile dealership. COACH will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director.

6.3  COACH shall be provided a monthly cell phone allowance of $65 per month.
6.4 For each baseball season, COACH shall be entitled to a total of eight (8) tickets per home baseball game and four (4) tickets to all other ULM home athletic competitions.

7.0 Outside Income – Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95). Declaration of outside employment through appropriate university forms. Shall not be earned while “on duty” or use of university equipment / facilities except as identified in section 5.

7.2 COACH shall report annually in writing to the President through the Director of Athletics on July 1st all athletically related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

8.0 Compliance with NCAA, Conference and University Rules

8.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisor rules, federal laws, and the Laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

8.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9.0 Baseball Staff

9.1 COACH shall have the authority to select unclassified baseball personnel (within the established budget) upon authorization by the Director, the President, and
approval by the Board of Supervisors for the University of Louisiana System. COACH shall be expected to maintain appropriate racial and ethnic diversity in makeup of coaching staff.

9.2 COACH is expected to supervise baseball staff compliance with NCAA, Conference and University rules and regulations.

10.0 Termination

10.1 Without cause. Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for one year of the base salary or the amount due to the last day of the contract, whichever is lesser. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by ULMAF.

In the event that the COACH terminates this Agreement without cause to become employed as a head coach of baseball at any other NCAA Division I institution, then COACH shall be liable to the ULMAF for liquidated damages of $25,000. The liquidated damages shall be due and payable no later the sixty (60) days from the effective date of termination. If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

10.2 Just cause for termination shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH’s unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of ULM. Death of Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with COACH’s ability to perform essential functions and duties as Head Baseball Coach.

10.3 Upon termination of this agreement by either party for any reason, any entitlement to courtesy automobile or stipend, cell phone or stipend, etc., will cease seven (7) days after termination.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Dr. Nick J Bruno  
President

Robert Staub  
Director of Athletics

Jeff Schexnider  
Head Baseball Coach

Randy Moffett, System President  
University of Louisiana System

Jeff Foote  
President  
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE 
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.6. University of Louisiana at Monroe’s request for approval of a contractual agreement with Head Men’s Basketball Coach, Mr. Keith Richard, effective August 1, 2012.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2017, Coach’s annual salary is $140,000. In addition, Coach shall receive a $10,000 salary adjustment for finishing with a winning record in regular season conference competition. The agreement also stipulates that the University of Louisiana at Monroe will pay Coach $10,000 per year for Coach’s role in the media and marketing initiatives.

The University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- $15,000 for finishing in first place in the regular season conference standings or winning the conference tournament;
- $25,000 for earning an at-large bid in the NCAA Division 1 Basketball Tournament or having an RPI of 50 or better at the end of the conference tournament;
- $25,000 for each win in the NCAA Division 1 Basketball Tournament.

The salary adjustment and athletics competition incentives will only be awarded if the team’s annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 930) and the program is not subject to scholarship limitations or postseason penalties.

In the event that the Coach is terminated without cause by the university, the ULMAF shall pay liquidated damages as follows. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the ULMAF:

- In the first or second year of the agreement (8/01/2012 – 7/31/2014), the ULMAF shall pay Coach $300,000.
- In the third year of the agreement (8/01/2014 – 7/31/2015), the ULMAF shall pay Coach $200,000.
- In the fourth year of the agreement (8/01/2015 – 7/31/2016), the ULMAF shall pay Coach $100,000.
Executive Summary
August 21, 2012
Page 2

- In the fifth year of the agreement (8/01/16 – 4/30/2017), the ULM shall pay Coach the remaining base salary due Coach provided that figure does not exceed $100,000.

In the event that the Coach terminates this Agreement without cause to become employed as a head coach of men’s basketball at any other NCAA Division 1 institution, then Coach shall be liable to the ULMAF for liquidated damages as follows:

- In the first or second year of the agreement (8/01/2012 – 7/31/2014), Coach would be liable for liquidated damages of $150,000.
- In the third year of the agreement (8/01/2014 – 7/31/2015), Coach would be liable for liquidated damages of $100,000.
- In the fourth year of the agreement (8/01/15 – 7/31/16), Coach would be liable for liquidated damages of $50,000.
- In the fifth year of the agreement (8/01/16 – 4/30/17), Coach would not be liable for liquidated damages.

The University and the ULMAF have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of the contractual agreement with Head Men’s Basketball Coach Mr. Keith Richard, effective August 1, 2012.
July 31, 2012

Dr. Randy Moffett  
President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, L.A. 70802

Dear Dr. Moffett:

Pursuant to Board of Supervisors policy, I am requesting the approval of the contract of Mr. Keith Richard, the Head Basketball Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective August 1, 2012.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
EMPLOYMENT AGREEMENT
HEAD BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of August, 2012, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Keith Richard (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of Louisiana at Monroe.

1.0 Employment

1.1 The University does hereby employ COACH as Head Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Intercollegiate Athletics.

1.2 COACH shall be responsible, and shall report, directly to ULM’s Director of Intercollegiate Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties for ULM’s athletic program as the Director may assign, provided the assignment is a reasonable request for a Head Basketball Coach at a Division 1 institution.

1.4 COACH agrees to represent ULM positively in public and private forums and shall not engage in conduct that reflects adversely on ULM or its athletic programs.

1.5 COACH shall be expected to participate in an appropriate number of non-conference “guarantee” basketball games on an annual basis in order to generate necessary revenue. The number of contests will be determined by mutual consent of both the director and COACH.

1.6 COACH shall inform the Director of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
1.7 COACH shall be expected to attend a minimum of eight (8) public events per year as scheduled by the director.

2.0 Term

2.1 The term of this agreement is for a fixed period of fifty-seven months, commencing on the 1st day of August, 2012, and terminating without further notice on the 30th day of April, 2017, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing, signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

2.3 Beginning with the 2012-13 season, if the men’s basketball team’s Academic Progress Rate (APR) is below the minimum threshold, as declared by the NCAA (currently 930), for a single year, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement. If the team’s APR for the year, at the end of the one-year agreement, is equal to or greater than the minimum threshold, as declared by the NCAA, for a single year, and the program is not subject to scholarship limitations or post-season penalties, all parties agree to negotiate a new contract, which must be approved by the Board.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base salary payable at the following annualized rate:

- August 1, 2012 through July 31, 2013 $140,000 per annum
- August 1, 2013 through July 31, 2014 $140,000 per annum
- August 1, 2014 through July 31, 2015 $140,000 per annum
- August 1, 2015 through July 31, 2016 $140,000 per annum
- August 1, 2016 through April 30, 2017 $140,000 per annum

Salary Adjustment
COACH shall receive a $10,000 salary adjustment for finishing with a winning record in regular season conference competition. This salary adjustment will take effect July 1st and remain in effect for the duration of the current contractual agreement. This salary adjustment will only be awarded if the team’s annual APR score of that particular year is above the minimum threshold as declared by the
NCAA (currently 930) and the program is not subject to scholarship limitations or post-season penalties.

3.2 In addition to the base salary and salary adjustment listed above, COACH shall receive the following amounts, on a monthly basis during the period of this agreement for the COACH'S role in the media and marketing initiatives:

August 1, 2012 through July 31, 2013 $10,000 per annum
August 1, 2013 through July 31, 2014 $10,000 per annum
August 1, 2014 through July 31, 2015 $10,000 per annum
August 1, 2015 through July 31, 2016 $10,000 per annum
August 1, 2016 through April 30, 2017 $10,000 per annum

Payment of this premium benefit is contingent upon COACH making reasonable efforts to promote ULM's athletic program through media and marketing initiatives. COACH shall not reasonably refuse to personally contact sponsors and/or potential sponsors to generate or increase advertising revenues provided such requests do not interfere with COACH'S coaching duties. The University shall have exclusive right to contract for program sponsors for commercial endorsements by COACH and to authorize the use of commercials both during the program and at all other times.

3.3 COACH is expected to participate in pre-and post-game interviews conducted in conjunction with broadcasts of basketball games as well as weekly radio and/or television shows.

3.4 COACH shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received. COACH may appear on television, radio or internet programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the University, which approval shall not be unreasonably withheld by the University.

3.5 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 10.1.

4.0 Annual Performance Incentives

4.1 Team Performance

During his employment as COACH of the University's Basketball team, the COACH shall have the opportunity to receive the following earned athletics competition incentives in consideration of the efforts in contributing to certain
events or occurrences. These athletics competition incentives shall be subject to and inclusive of all mandatory withholdings.

**Athletics Competition Incentives**

- $15,000 for finishing in first place in the regular season conference standings **OR** winning the conference tournament.
- $25,000 for earning an at-large bid in the NCAA Division I Basketball Tournament **OR** having an RPI of 50 or better at the end of the conference tournament.
- $25,000 for each win in the NCAA Division I Basketball Tournament.

These athletics competition incentives will only be awarded if the teams’ annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 950) and the program is not subject to scholarship limitations or post-season penalties, and shall be paid from unrestricted funds in the ULMAF.

COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of his coaching or athletic support staff provided that coach understands and agrees that no payment may be made to any employee who is the subject of a current disciplinary action or investigation.

Payments earned from incentives in section 4.0 will be subject to applicable local, state and federal withholding taxes and will be paid to COACH on or before June 30 of the respective contract year.

### 5.0 Camps and Clinics

#### 5.1
COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.

#### 5.2
It is specifically agreed that if such a camp is operated, COACH will operate such camps and that COACH acts as an independent contractor. COACH will be required to sign a separate agreement related to the operation of such camp. Facility and other fees required as part of this contract will be consistent with fees charged to other independent contractors for similar facilities.

#### 5.3
The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

B. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4 (1) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.

(2) The COACH shall assist the department with the maintenance of complete records regarding income and expenditures associated with said camp and available for verification by University auditors.

6.0 Employee Benefits

6.1 COACH shall participate in the mandatory benefit plans and be eligible for optional employee plans as would any other unclassified employee.

6.2 COACH shall be provided the use of a vehicle provided by an automobile dealership. COACH will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director. If a car cannot be provided, then a car allowance of $400 per month will be provided. Funds for these automobile benefits shall be provided to the University from the ULMAF, and, as such, shall not be considered as earned compensation for the purpose of computation of retirement benefits.

6.3 COACH shall be provided a monthly cell phone allowance of $65 per month.

6.4 For each basketball season, COACH shall be entitled to a total of twelve (12) tickets per home basketball game and four (4) tickets to all other ULM home athletic competitions.

7.0 Outside Income – Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95). Declaration of outside employment through appropriate university forms. Shall not be earned while “on duty” or use of university equipment / facilities except as identified in section 5.
7.2 COACH shall report annually in writing to the President through the Director of Athletics on July 1st all athletically related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

8.0 Compliance with NCAA, Conference and University Rules

8.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisor rules, federal laws, and the Laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

8.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9.0 Basketball Staff

9.1 COACH shall have the authority to select unclassified basketball personnel (within the established budget) upon authorization by the Director, the President, and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be expected to maintain appropriate racial and ethnic diversity in makeup of coaching staff.

9.2 COACH is expected to supervise basketball staff compliance with NCAA, Conference and University rules and regulations.

10.0 Termination

10.1 Without cause. Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System, terminate this Agreement without just cause
prior to the expiration of its Term, it shall be liable to COACH for the following liquidated damages. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the ULMAF. ULMAF may, at its sole option, pay in a lump sum discounted at 6% or ULMAF may pay in installments of $5,000 monthly until liquidated damages have been paid.

If COACH is terminated without cause in the first or second year of the agreement (8/01/2012 – 7/31/2014) the ULMAF shall pay COACH $300,000.

If COACH is terminated without cause in the third year of the agreement (8/01/2014 – 7/31/2015) the ULMAF shall pay COACH $200,000.

If COACH is terminated without cause in the fourth year of the agreement (8/01/2015 – 7/31/2016) the ULMAF shall pay COACH $100,000.

If COACH is terminated without cause in the fifth year of the agreement (8/01/16 – 4/30/2017) the ULM shall pay COACH the remaining base salary due COACH provided that figure does not exceed $100,000.

In the event that the COACH terminates this Agreement without cause to become employed as a head coach of men’s basketball at any other NCAA Division I institution, then COACH shall be liable to the ULMAF for liquidated damages as follows:

In the event that COACH terminates the contract without cause in the first or second year of the agreement (8/01/2012 – 7/31/2014) COACH would be liable to the ULMAF for liquidated damages of $150,000.

In the event that COACH terminates the contract without cause in the third year of the agreement (8/01/2014 – 7/31/2015) COACH would be liable to the ULMAF for liquidated damages of $100,000.

In the event that COACH terminates the contract without cause in the fourth year of the agreement (8/01/15 – 7/31/16) COACH would be liable to ULMAF for liquidated damages of $50,000.

In the event that COACH terminates the contract without cause in the fifth year of the agreement (8/01/16 – 4/30/17) COACH would not be liable to ULM for liquidated damages.

COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $5,000 monthly until liquidated damages have been paid. If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment...
in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

10.2 Just cause for termination shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH’s unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of ULM. Death of Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with COACH’s ability to perform essential functions and duties as Head Men’s Basketball Coach.

10.3 Upon termination of this agreement by either party for any reason, any entitlement to courtesy automobile or stipend, cell phone or stipend, etc., will cease seven (7) days after termination.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and ULMMAF have executed this Agreement as of the date first written above.

WITNESSES:

Dr. Nick J Bruno
President

Robert Staub
Director of Athletics

Keith Richard
Head Basketball Coach

Randy Moffett, System President
University of Louisiana System

Jeff Forte
President
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.7. University of Louisiana at Monroe’s request for approval of its Revised Complimentary Ticket Policy.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting permission to revise its current complimentary athletic ticket policy, last revised in November 2009. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution which has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus.

The University has added that each former athletic department staff person with 20 or more years of service receive up to 2 tickets upon request.

The complimentary ticket policy reflects the number of tickets per person that may be given out; however, the ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval to implement its Revised Complimentary Ticket Policy.
July 31, 2012

Dr. Randy Moffett  
President  
University of Louisiana System  
1201 Third Street, 7-300  
Baton Rouge, LA 70802

Dear Dr. Moffett:

Please find attached the request for consideration and approval for the University of Louisiana at Monroe’s Revised Complimentary Athletic Ticket Policy.

If you need further information, please let me know or you may contact Mr. Robert Staub, Athletic Director at (318) 342.5360.

Sincerely,

Nick J. Bruno, Ph.D.  
President
UNIVERSITY of LOUISIANA at MONROE
ATHLETIC HOME GAME COMPLIMENTARY TICKET LIST
Update as of 8/9/2012

University President – up to 12
Director of Athletics – up to 12
Head Coach – up to 8 or per contract
Each Assistant Coach and Athletic Staff Member – up to 4
Each Vice President & Chief Financial Officer - up to 2 (upon request)*
Each Academic Dean – up to 2 (upon request)*
Each Athletic Academic Advisory Committee Member – up to 2 (upon request)*
Each member of the Board of Supervisors – up to 2 (upon request)
Each former President of the University – up to 2 (upon request)
Each Conference Commissioner involved in contest – up to 2 (upon request)
Each team physician – up to 4 (upon request)
Each visiting team – per contract
Each individual / company providing goods or services - up to 12
Promotional tickets – up to 1,500 for recruitment, promotions, charity or public service activities
Each player of the home team - up to maximum allowed by NCAA
Each prospective student-athlete - up to maximum allowed by NCAA
Each current high school coach - up to maximum allowed by NCAA
Each former student-athlete who has lettered; for a maximum of five years following the completion of his/her eligibility - up to maximum allowed by NCAA
Each student manager and trainer – up to 2
Each working game official – up to 2

*University officials will be serving in a working capacity at the event on behalf of the University.

Addition: Each former athletic department staff person with 20 or more years of service – up to 2 upon request
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 21, 2012

Item F.8. University of Louisiana System’s report of significant athletic activities for the period of June 1 to August 8, 2012.

EXECUTIVE SUMMARY

Attached is a summary of significant athletic activities affecting ULS institutions since the last meeting of the Athletic Committee. The information was obtained from various sources including the institutions, conferences, NCAA, and news media.

This is a report only and no action by the Board is necessary.
University of Louisiana System
SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES
June 1 to August 8, 2012

On June 20, 2012, the annual report was released by the National Collegiate Athletic Association on the academic progress rates (APR) of all NCAA Division I teams, which included eight of our universities. Every Division I sports team calculates its APR each academic year based on the eligibility and retention of each scholarship-holding student athlete. Teams scoring below certain thresholds can face sanctions, such as scholarship losses and restrictions on practice. As a whole, our schools have performed very well, and only two schools – Grambling and University of Louisiana at Monroe (Men’s Basketball) were below the threshold. Compared to last year – we had five schools involving 14 sports below the threshold.

In addition, the NCAA annually honors teams earning multi-year Academic Progress Rates in the top 10 percent of all squads in each sport. Three of our schools received this award for 2010-2011 – La Tech (Men’s Golf), McNeese (Women’s Tennis), and UL-L (Women’s Soccer).

Grambling State University
Thomas Brown was named to the 2012 All-Louisiana Baseball First Team. He was also selected as the 2012 SWAC Hitter of the Year.

For 2010-2011, two teams had perfect single-year APR scores of 1,000 — Women’s Bowling and Volleyball.

Louisiana Tech University
For 2010-2011, four teams had perfect single-year APR scores of 1,000 — Men’s Golf and Women’s Bowling, Cross Country, and Softball.

Louisiana Tech further proved its “global” reach as the University hosted a reception to honor three current and former athletes competing in the 2012 Olympic Games in London this summer. Heading to London are Chelsea Hayes (USA, long jump), Jason Morgan (Jamaica, discus), and Ayanna Alexander (Trinidad and Tobago, triple jump).

Chelsea Hayes, a sprinter and jumper, was honored by the U.S. Track & Field and Cross Country Coaches Association as she was awarded two first team All-America honors for the 2012 outdoor season. In addition, Hayes was named the 2011-12 Joe Kearney Award winner, the top honor that can be awarded to an athlete in the Western Athletic Conference. Hayes is the first Louisiana Tech athlete to win the award since Tech joined the league in 2001. Named in honor of former WAC commissioner Joe Kearney, the awards are given annually to the top male and female student-athletes in the WAC. Finally, Hayes continued to bring in honors and awards as the Louisiana Sports Writers Association named her the state’s Field Athlete of the Year. She will represent the United States at the 2012 Olympic Games in London.
Baseball players Beau Bayliss and Stephen Gandy were named to the Western Athletic Conference’s All-Academic Freshmen team following their successful seasons on the playing field and in the classroom.

In softball, Melanie Goff was voted the Louisiana Sports Writers Association State Co-Newcomer of the Year while teammates Erin Kipp and Janna Frandrup joined her on the all-state team.

After helping the tennis team complete its most successful season in 18 years, senior Elne Barnard and junior Alena Erofeyeva were both named to the Louisiana Sports Writers Association all-state teams. Erofeyeva earned first team all-state honors while Barnard was a second team selection.

Baseball players Alex Williams earned first team honors while Ryan Gebhardt and Phil Maton earned second team accolades on the 2012 Louisiana Sports Writers Association All-State team. Maton was also named to the 2012 Louisville Slugger Freshmen All-American Team selected by Collegiate Baseball Newspaper.

**McNeese State University**

For the Spring 2012 honor roll, McNeese led all Southland Conference institutions with 106 honorees and had a total of 11 student-athletes with a perfect 4.0 GPA.

For 2010-2011, four teams had perfect single-year APR scores of 1,000 — Men’s Cross Country and Women’s Basketball, Tennis, and Track.

Ben Chretien and Alex Bruce-Littlewood have been named to the USTFCCCA 2012 Division I All-Academic Men’s Track & Field team. For the second consecutive year, the entire McNeese Cowgirl squad was recognized by the organization as one of 171 Division I schools to earn all-academic honors.

Track All-American Ben Chretien has been named the winner of the 2011-12 McNeese State Desmond Jones Athlete of the Year award. He will be presented the award at McNeese’s second home football game of the season by the Desmond Jones family who sponsors the award in memory of the Cowboy Hall of Fame member.

Seth Granger, Ben Chretien, and Fionnuala Ross have been named to Southland Conference 2012 All-Academic teams.

Alanna DiVittorio, Katie Roux and Marissa Koetting have been named to the 2012 Southland Conference Softball All-Academic Team. DiVittorio was a first team selection while Roux and Koetting were named to the second team.

Ben Chretien and Caitlyn Baggett were named the University’s Southland Conference Scholar-Athletes of the Year.

McNeese State media guides, releases and fact sheets won five awards from the Louisiana Sports Writers Association during the organization’s annual convention. Sports Information Director, Louis Bonnette, who retired on July 1, was responsible for the guides, releases and fact sheets.
Claire Terracina, Alanna DiVittorio, Ashley Modzelewski, and Tiffany Denham have all been named to the All-Louisiana softball team. Terracina and Modzelewski were named to the first team, DiVittorio was a second team selection while Denham was named to the honorable mention team.

McKayla Anderson won the Nebraska Amateur Golf Championship held at the Kearney Country Club.

Nicholls State University
For 2010-2011, three teams had perfect single-year APR scores of 1,000 — Men’s Golf, Tennis and Women’s Cross Country.

Jordan Hanberry and Carolyn Noble were named the University’s Southland Conference Scholar-Athletes of the Year.

Jaimee Springer was named to the 2012 Southland Conference Women’s Track and Field and Cross Country All-Academic Team.

Ashley Ray was named First-Team All-Academic in softball by the Southland Conference.

In softball, Ashley Ray, Ashley Bertot, and Ashton Bennett were named to the Louisiana Sports Writers Association all-state teams. Ray was named to the first team, Bertot to the second team, and Bennett was an honorable mention.

After completing two of the best individual seasons in Nicholls State University women’s tennis history, Marie Aubert and Parija Maloo were named All-Louisiana by the Louisiana Sports Writers Association. Maloo was named first-team and newcomer of the year, and Aubert was a second team selection.

Northwestern State University
For 2010-2011, three teams had perfect single-year APR scores of 1,000 — Men’s Baseball and Basketball, and Women’s Tennis.

Wade Williams and Kelee Grimes were named the University’s Southland Conference Scholar-Athletes of the Year.

The Lady Demons tennis team has earned the Intercollegiate Tennis Association’s All-Academic Team honor by posting a cumulative grade point average over 3.20 during the last academic year, with Andrea Nedorostova, Linda Gamo and Tatiana Larina recognized as ITA Scholar-Athletes for GPA’s of 3.50 or better.

The American Volleyball Coaches Association included Northwestern among other programs to earn the AVCA Team Academic Award for the 2011-12 season. The Lady Demons had a team grade point average of 3.39 and put 10 student-athletes on the SLC Commissioners List including Kelly Jimenez, Jessica Gutierrez, and Tamara Hanna who all had a 4.0 GPA.

Chantel Bratton, Constance Seibels, and Ashley Aldridge were named to the Southland Conference’s 2012 All-Academic Women’s Track and Field/Cross Country Team.
Drew Helenhi, Mason Melotakis, and Joe Scanio were named to the Southland Conference All-Academic Baseball Team.

Four players were included on the 2012 All-Louisiana Tennis Team announced by the Louisiana Sports Writers Association, headlined by Freshman of the Year Tatiana Larina and first-team selection Polina Konop. Olga Bazhanova and Andrea Nedorostova were second team selections.

Nine Northwestern State competitors, including women’s Co-Freshman of the Year, Ashley Aldredge, have made the 2012 All-Louisiana Collegiate Track and Field Team released by the Louisiana Sports Writers Association.

Colin Bear was named to the 2012 All-Louisiana Baseball Team, earning first team honors as the designated hitter.

**Southeastern Louisiana University**
For 2010-2011, two teams had perfect single-year APR scores of 1,000 — Men’s Golf and Women’s Volleyball.

Stefan Lopez was named the Stopper of the Year as well as a first team All-American by the National Collegiate Baseball Writers Association.

For the second consecutive year, the American Volleyball Coaches Association included Southeastern among other programs to earn the AVCA Team Academic Award for the 2011-12 season.

Men’s golfer, Rhys West, was one of 146 Division I players from across the nation named as a Cleveland Golf/Srixon All-America Scholar by the Golf Coaches Association of America.

Pitcher Andro Cutura was named to the 2012 Louisville Slugger Freshmen All-American team. Cutura was also named the Southland Conference Freshman of the Year.

Jordan Hymel, Jonathan Pace, and Cody Gougler were named to the Southland Conference All-Academic Baseball Team.

Jordan Hymel and Kyle MacIntosh were named the University’s Southland Conference Scholar-Athletes of the Year.

Brock Hebert and Stefan Lopez were named to the All-South Central Region First Team by the American Baseball Coaches Association. Hebert also earned All-America honors as Baseball America named its 2012 teams.

Jeffrey Milliron was named the Male Newcomer for the Louisiana Sports Writers Association 2012 All-Louisiana Track and Field team.

**University of Louisiana at Lafayette**
For 2010-2011, three teams had perfect single-year APR scores of 1,000 — Women’s Cross Country, Soccer, and Tennis.
The nationally ranked Ragin’ Cajuns men’s tennis squad was one of 76 teams to earn the ITA All-Academic Team distinction from the Intercollegiate Tennis Association for the second straight year. “I’m proud to say that our men’s tennis team’s average GPA over the past several years has been consistently above a 3.25,” head coach Mark Jeffrey said. “Part of the team goal that we list every year is to have a team GPA of a 3.25 or higher, and our student-athletes have answered the call every year.”

For the second consecutive year, Christi Orgeron was selected to the 2012 USA Softball Women’s National Team by the Amateur Softball Association of America and USA Softball. She was also named to the Lowe’s Senior Class All-America first team.

The softball team had 10 players selected to the Louisiana Sports Writers Association All-Louisiana teams. UL had seven players named to the first team, while three made the second squad. Headlining the awards for the Cajuns were Christi Orgeron, who was named the Hitter of the Year for the second straight season, Jordan Wallace was selected as the Freshman of the Year, Matte Haack split the Newcomer of the Year with Louisiana Tech’s Melanie Goff, and co-head coaches Stefni and Michael Lotief were tabbed as the Coaches of the Year.

Carlin Murray, Yanick Mandl, and Rick DeGroot were named to the Louisiana Sports Writers Association Men’s Tennis teams. Murray was a first team selection while Mandl and DeGroot were second team selections.

The Women’s Basketball team reached out to the community and participated in the United Way of Acadiana Day of Action. The Day of Action is an opportunity for hundreds of volunteers to give thousands of hours of time to impact the communities of Lafayette, Acadia, St. Martin and Vermilion parishes. Coaches and players traveled to the Granberry Boys and Girls Club, where they read books and did enrichment activities with the kids.

**University of Louisiana at Monroe**

For 2010-2011, three teams had perfect single-year APR scores of 1,000 — Men’s Cross County, and Women’s Golf and Softball.

Coming off of a Sun Belt Conference championship and an appearance in the NCAA Tournament, both the Louisiana State Senate and House of Representatives honored ULM head coach Jeff Schexnaider. The first honor was a senate resolution, from Louisiana Senators Neil Riser and Mike Walsworth, to commemorate the team’s successful season. The second, a resolution from the House of Representatives, was awarded by Frank Hoffmann and Bubba Chaney.

Philipp Fendt, Andrew Noto, and Brandt Garon were selected to the All-Louisiana Collegiate Golf Team as announced by the Louisiana Sports Writers Association. Also, Garon took the Newcomer of the Year title and was named to the Sun Belt All-Conference team.

Daniel Mutai and Jamal Sams highlighted nine Warhawks on the Louisiana Sports Writers 2012 All-Louisiana Track & Field team. The team was chosen based on the best three times in the state in 21 men’s and women’s events from the national qualifying list through the NCAA Championships.
Jeremy Sy and Joey Rapp were selected to the American Baseball Coaches Association 2012 South Central All-Region Second Team.

University of New Orleans
The men’s and women’s tennis teams were named as Intercollegiate Tennis Association (ITA) All-Academic teams. The honor is bestowed to tennis teams that possess a cumulative grade-point average of 3.2 or above. The men’s tennis team led the department this past year by posting a 3.547 GPA in the spring semester to bolster their overall cumulative GPA to a 3.432. The women’s tennis team also met the mark by earning a 3.235 GPA during the spring semester as part of a 3.208 cumulative GPA. “This is one of the greatest achievements that we have ever had as a team,” said Privateer head coach Burzis Kanga.

The athletic department will expand its athletic program with the addition of track and field which will begin competition during the 2012-13 academic year. The University’s track and field program will consist of men’s and women’s indoor and outdoor components. The four sports give UNO a total of 14 sports, satisfying the NCAA Division I sport sponsorship requirement for the first time since the impact of Hurricane Katrina in 2005.

University of New Orleans volleyball great Javonne Brooks-Grant was honored as a “Sam Lacy Pioneer Award” winner at the National Association of Black Journalists Convention. Named for sports writing legend Sam Lacy, who was inducted in 1998 into the broadcasters’ wing of the Baseball Hall of Fame, the award is given annually to sports figures based on their contributions to their respected careers, but more importantly, their direct impact on the communities they served.