BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
2:00 p.m., Monday, December 3, 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 Minutes of October 23, 2012 Regular Meeting and November 9, 2012 Special Meeting

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Louisiana Tech University’s request for approval to award an Honorary Doctor of Humanities degree to Benjamin L. Denny at the Fall Commencement Exercises.

2. Louisiana Tech University’s request for approval to award an Honorary Doctor of Humanities degree to Jack E. Byrd at the Fall Commencement Exercises.

3. Northwestern State University’s request for approval of a Letter of Intent for a Doctor of Nursing Practice degree program in the College of Nursing and Allied Health.

4. University of Louisiana at Lafayette’s request for approval of a Letter of Intent for a Ph.D. degree program in Interdisciplinary Geosciences.

5. University of Louisiana at Monroe’s request for approval of a Post Baccalaureate Certificate (PBC) in Computer Information Systems in the College of Business Administration.

** 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.
6. **University of New Orleans**’ request for approval of a Letter of Intent for a Ph.D. degree program in Advanced Materials and Nanoscience.

7. **University of New Orleans**’ request for approval of a Letter of Intent for a Ph.D. degree program in Computer and Information Sciences.

8. **University of Louisiana System**’s proposed revisions to Board Rule Chapter II. Students. Section I. Admission.

9. Other Business

**F. REPORT OF ATHLETIC COMMITTEE**

1. **Southeastern Louisiana University**’s request for approval of a contractual agreement with Blake Hornbuckle, Head Coach Women’s Soccer, effective February 1, 2013.

2. **Southeastern Louisiana University**’s request for approval of a contractual agreement with Geno Frugoli, Head Coach Women’s Volleyball, effective February 1, 2013.

3. **University of Louisiana at Lafayette**’s request for approval of a contractual agreement with Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2012.

4. **University of Louisiana System**’s report of significant athletic activities for the period of October 9 to November 16, 2012.

5. Other Business

**G. REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s report on internal and external audits submitted for the period of October 9 to November 16, 2012.

2. Other Business

**H. REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Louisiana Tech University**’s request for approval of a Ground Lease with the Louisiana Tech University Foundation for improvements to the Aquatic Facility and to accept donations upon completion of the lease.

2. **University of Louisiana at Lafayette**’s report of Campus Master Plan.

3. **University of New Orleans**’ request for approval of adjustment to the overall project costs for the update renovations of Maestri Field located at Privateer Park, in accordance with the provisions set forth in Act 959 of 2003.
4. **University of Louisiana System**’s request for approval to amend the FY 2013-14 Capital Outlay Budget Request.

5. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **University of Louisiana at Lafayette**’s request for approval of the First Amendment to the Facilities Lease dated November 1, 2010 with Ragin’ Cajun Facilities, Inc., for the design and construction of the Student Union complex and to request that the project originally approved at $42,000,000 be increased to $53,000,000.

2. **University of Louisiana System**’s discussion of Fiscal Year 2012-13 first quarter financial reports and ongoing assurances.

3. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **University of New Orleans**’ request for approval to appoint Dr. James E. Payne as Provost and Vice President for Academic Affairs effective January 1, 2013.

K. **SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. University of Louisiana System’s Revision to Bylaws

4. Other Business

L. **BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Report of Nominating Committee for 2013 Board Officers

3. Executive Session may be required to discuss *State of Louisiana versus BP Exploration & Production, Inc. et al., United States District Court, Eastern District of Louisiana, MDL 2179.*

4. Other Business

M. Other Business

N. Adjournment
Item F.1. Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Hornbuckle, Head Women’s Soccer Coach, effective February 1, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement, effective February 1, 2013 through January 31, 2015, Coach’s base annual salary is $49,900. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics 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 or Conference Season Championship
- $2,000--for each round advanced in NCAA Tournament
- $10,000--winning the NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-beyond team competition

The University may at any time, and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the contract without cause, Coach shall be entitled to three months of the annual base salary following the date that the University formally notifies Coach of termination.

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 soccer 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, ceases upon termination.
The University and the Lion Athletics Association 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 Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Hornbuckle, Head Women’s Soccer Coach, effective February 1, 2013.
November 7, 2012

Dr. Tom Layzell  
Interim President, University of Louisiana System  
1201 N. Third Street, Suite 7-290  
Baton Rouge, LA 70802

Re: Contracts for Athletic Head Coaches

Dear Dr. Layzell:

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

Head Coach Women’s Soccer – Blake Hornbuckle  
Head Coach Women’s Volleyball – Geno Frugoli

Sincerely,

[Signature]

John L. Crain  
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S SOCCER COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 7th day of November, 2012, between Southeastern Louisiana University through its President, Dr. John Crain and Blake Hornbuckle (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 WOMEN’S SOCCER HEAD COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN’S SOCCER 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 SOCCER 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 SOCCER 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, commencing on the 1st day of February, 2013 and terminating without further notice to COACH on the 31st day of January, 2015 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. 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 $49,990 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. Any commission or other incentive payments are subject to the requirements of Title IX.

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.

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 SOCCER 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. 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 SOCCER season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN’S SOCCER 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 SOCCER camps and/or WOMEN’S SOCCER 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. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff (NCAA Bylaw 11.1.2.1). 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 Bylaw 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 Bylaw 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 benefits 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 SOCCER 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 demonstrate a commitment to NCAA, Conference and UNIVERSITY compliance through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract.

12.2 In the event that the UNIVERSITY terminates COACH without cause, the UNIVERSITY shall owe COACH the equivalent of three (3) months worth of the annual base salary in Section 3.1 following the date that the UNIVERSITY formally notifies COACH of termination. The UNIVERSITY shall not be liable to COACH for any additional damages.

12.3 COACH may be terminated by the DIRECTOR at any time for:

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination

(b) Substantial and manifest incompetence

(c) Violation or gross disregard of state or federal laws

(d) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
(e) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1

(d) Unethical conduct pursuant to NCAA Bylaw 10.1

12.4 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.

12.5 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.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN’S SOCCER 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.7 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  

Blake Hornbuckle  
HEAD WOMEN’S SOCCER 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
STATE OF LOUISIANA  
PARISH OF TANGIPAHOA  

BETWEEN:

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

AGREEMENT  
HEAD WOMEN’S SOCCER COACH  

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Blake Hornbuckle the University Head WOMEN’S SOCCER Coach.

1. 

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

2. 

The Lion Athletic Association and Head WOMEN’S SOCCER 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  
11/7/12

Bart Bellairs  
ATHLETICS DIRECTOR  
11/6/12

Blake Hombuckle  
HEAD WOMEN'S SOCCER COACH  
11/7/12

PRESIDENT  
LION ATHLETIC ASSOCIATION  
11/7/12

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

December 3, 2012

Item F.2. Southeastern Louisiana University’s request for approval of a contract with Mr. Geno Frugoli, Head Women’s Volleyball Coach, effective February 1, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement, effective February 1, 2013 through January 31, 2015, Coach’s base annual salary is $49,500. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics 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 or Conference Season Championship
- $2,000--for each round advanced in NCAA Tournament
- $10,000--winning the NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-beyond team competition

The University may at any time, and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the contract without cause, Coach shall be entitled to three months of the annual base salary following the date that the University formally notifies Coach of termination.

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 volleyball 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, ceases upon termination.
The University and the Lion Athletics Association 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 Southeastern Louisiana University’s request for approval of a contract with Mr. Geno Frugoli, Head Women’s Volleyball Coach, effective February 1, 2013.
November 7, 2012

Dr. Tom Layzell  
Interim President, University of Louisiana System  
1201 N. Third Street, Suite 7-290  
Baton Rouge, LA 70802

Dear Dr. Layzell:

We respectfully request the following items be placed on the agenda for the Board of Supervisors meeting on December 4, 2012:

1. Personnel Actions

2. Head Coach Contracts (2):
   a. Blake Hornbuckle - Women's Soccer
   b. Geno Frugoli - Women's Volleyball

Your consideration is appreciated.

Sincerely,

John L. Crain  
President
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S VOLLEYBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 7th day of November, 2012, between Southeastern Louisiana University through its President, Dr. John Crain and Geno Frugoli (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 WOMEN’S VOLLEYBALL HEAD COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to WOMEN’S VOLLEYBALL 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 VOLLEYBALL 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 VOLLEYBALL 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, commencing on the **1st day of February, 2013** and terminating without further notice to COACH on the **31st day of January, 2015** 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. 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 $49,500 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 COACH
leave the UNIVERSITY. Per COACH discretion and written direction, money from incentives can be directed to paid members of COACH’s staff in accordance to UNIVERSITY policy and procedures. Any commission or other incentive payments are subject to the requirements of Title IX.

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.

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 VOLLEYBALL 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. 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 VOLLEYBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN’S VOLLEYBALL 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 VOLLEYBALL camps and/or WOMEN’S VOLLEYBALL 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. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff (NCAA Bylaw 11.1.2.1). 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 benefits 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 VOLLEYBALL 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 demonstrate a commitment to NCAA, Conference and UNIVERSITY compliance through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract.

12.2 In the event that the UNIVERSITY terminates COACH without cause, the UNIVERSITY shall owe COACH the equivalent of three (3) months worth of the annual base salary in Section 3.1 following the date that the UNIVERSITY formally notifies COACH of termination. The UNIVERSITY shall not be liable to COACH for any additional damages.

12.3 COACH may be terminated by the DIRECTOR at any time for:

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination

(b) Substantial and manifest incompetence

(c) Violation or gross disregard of state or federal laws

(d) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
(e) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1

(d) Unethical conduct pursuant to NCAA Bylaw 10.1

12.4 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.

12.5 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.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN’S VOLLEYBALL 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

12.7 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.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of __________________, 20__.
AGREEMENT
HEAD WOMEN’S VOLLEYBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Geno Frugoli the University Head WOMEN’S VOLLEYBALL Coach.

1.

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

2.

The Lion Athletic Association and Head WOMEN’S VOLLEYBALL 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__. 

12
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

December 3, 2012

Item F.3. University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2012.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through March 31, 2017, Coach’s salary for each year is $180,000, payable in equal monthly installments of $15,000. In addition, the contract provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of $220,000 annually, payable in monthly installments of $18,333.33. Coach shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of $6,000 per year payable in monthly installments of $500 by the University from the University of Louisiana at Lafayette Foundation. The agreement also stipulates that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay supplemental compensation subject to standard federal and state withholdings for the following events or occurrences:

- $15,000 if the team wins the Conference Championship.
- $5,000 if the team participates in the College Insider Postseason Tournament (CIT).
- $10,000 if the team wins the CIT Championship.
- $10,000 if the team participates in the National Invitation Tournament (NIT).
- $20,000 if the team wins the NIT.
- $15,000 if the team participates in the NCAA Basketball Championship Tournament.
- $5,000 for each game won during the first two rounds of the NCAA Tournament.
- $10,000 if the team reaches the Elite Eight in the NCAA Basketball Championship.
- $25,000 if the team reaches the Final Four in the NCAA Basketball Championship.
- $5,000 if the Men’s Basketball Program sells over 4,000 season tickets.
- $3,500 if the team completes the academic year with a cumulative GPA of 2.6 or better, but only if the APR is above 930.

- Men’s Assistant Basketball coaches will receive supplemental compensation equal to 20% of the amount of supplemental compensation paid to Coach for the above accomplishments.
- $5,000 if Coach is named either Sun Belt Conference Coach of the Year, Louisiana Sports Writers Association Coach of the Year, Louisiana Association of Basketball Coaches Coach of the Year, or National Association of Basketball Coaches honors (non-cumulative).
• University shall match Coach’s contributions to the Louisiana Student Tuition Assistance and Revenue Trust Saving Program for each of Coach’s minor children, up to a maximum of $2,400 per year.

If the University terminates the agreement without just cause, it will be liable for liquidated damages as follows:

• If termination occurs between April 1, 2012 and March 31, 2013, liquidated damages shall be $825,000.
• If termination occurs between April 1, 2013 and March 31, 2014, liquidated damages shall be $650,000.
• If termination occurs between April 1, 2014 and March 31, 2015, liquidated damages shall be $475,000.
• If termination occurs between April 1, 2015 and March 31, 2016, liquidated damages shall be $300,000.
• If termination occurs between April 1, 2016 and March 31, 2017, liquidated damages shall be the remaining base salary plus Contingent Premium Benefit due for this year.
• Liquidated damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach in any manner.

If Coach chooses to leave employment of the University prior to the expiration of this contract, Coach agrees to pay the University as follows:

• If Coach leaves between April 1, 2012 and March 31, 2013, liquidated damages shall be $400,000.
• If Coach leaves between April 1, 2013 and March 31, 2014, liquidated damages shall be $300,000.
• If Coach leaves between April 1, 2014 and March 31, 2015, liquidated damages shall be $225,000.
• If Coach leaves between April 1, 2015 and March 31, 2016, liquidated damages shall be $150,000.
• If Coach leaves between April 1, 2016 and March 31, 2017, no liquidated damages are due to the University.

The University and the University of Louisiana at Lafayette Foundation each have an agreement with the Coach. The University of Louisiana at Lafayette Foundation agreement provides that the Foundation will pay any sums which may be due upon the termination of Coach and the supplemental compensation paid to 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 University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2012.
November 7, 2012

Dr. Tom Layzell
Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Layzell:

This is to request approval of a revised contract between the University of Louisiana at Lafayette and Coach Robert Marlin, Head Men’s Basketball Coach (contract to follow).

Please place this item on the agenda for the December 2012 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

[Signature]

E. Joseph Savoie
President
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this 1st day of August, 2012, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and Robert Marlin (hereinafter "Coach"):

WITNESSETH:

1. EMPLOYMENT

The University does hereby employ Coach as Head Men’s Basketball Coach of the University and Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the University through the President of the University ("President") and the Director of Athletics ("Director").

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.

2. DUTIES

Coach shall manage and supervise the University Men’s Basketball team (the “Team”) and shall perform such other duties in the University athletic program as the Director may reasonably assign. Duties shall include but not be limited to the following:

A. Faithfully and conscientiously perform the duties reasonably assigned by the Director and the President and maintain the high moral and ethical standards commonly expected of the Coach as a highly visible representative of the Department of Intercollegiate Athletics at the University.

B. Devote such time and attention and energy to the duties of Head Men’s Basketball Coach as are required to faithfully discharge the duties as set forth herein and to
avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties as Head Men’s Basketball Coach or will otherwise unreasonably interfere with the University's interests.

C. Recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference (the “Conference”) (or any other conference which the University may become a member during the Term of the Agreement), as now constituted or as may be amended during the Term hereof. The Coach shall be responsible, through education and monitoring, to ensure all persons under Coach's supervision (assistant basketball coaches, student-athlete members of the men’s basketball team, graduate assistants, and basketball operations staff members) comply with the aforesaid policies, rules, and regulations. The Coach shall be accountable for violations by any person under Coach’s supervision (assistant basketball coaches, student-athlete members of the basketball team, graduate assistants, and basketball operations staff members) provided with reasonable foresight and knowledge, he could have prevented the occurrence. The Coach shall immediately inform the Compliance Officer of any suspected violation and assist the investigation and reporting thereof.

D. Carry himself in a professional and sportsman-like manner. The Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes. The Coach will avoid profane or insulting behavior towards student-athletes, spectators, and members of the media, and will refrain from any conduct that would offend prevailing social values and reflect negatively on the University's reputation.

E. The Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Coach agrees to adhere to the University’s standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Men’s Basketball team. He will be actively involved in the academic
performance of student-athlete members of the Men’s Basketball team and will
diligently work with the Director or President concerning such matters.

F. The Coach agrees to make himself reasonably available for media or other public
appearances at such times as the University, through the Department of
Intercollegiate Athletics, may reasonably designate. The University agrees that
such appearances shall not unreasonably conflict with Coach's primary duties as
Head Men’s Basketball Coach.

G. The Coach agrees to conscientiously observe all University and NCAA rules
pertaining to outside income. The Coach will notify the Director and obtain
approval, such approval not to be unreasonably withheld, before negotiating for or
receiving any athletically-related income or benefits from sources outside the
University and will report annually any outside income in compliance with
NCAA and University regulations.

3. TERM
The term of this agreement is sixty months commencing April 1, 2012, and ending
March 31, 2017 (the “Term”).

4. BASE SALARY
The University agrees to pay Coach an annual salary of One Hundred Eighty Thousand
and No/100 ($180,000.00) Dollars payable in equal monthly installments of Fifteen
Thousand and No/100 ($15,000.00) Dollars.

5. EMPLOYEE BENEFITS
Coach shall participate in the mandatory benefit plan and be eligible for optional
employee plans as would any other University unclassified employee.

6. CONTINGENT PREMIUM BENEFITS
A. In addition to the above salary, the University of Louisiana at Lafayette
Foundation through designated athletic fund accounts, shall pay a premium
benefit in the amount of Two Hundred Twenty Thousand and No/100
($220,000.00) Dollars annually to be paid in equal monthly installments of
Eighteen Thousand Three Hundred Thirty Three ($18,333) Dollars, for the period
from April 1, 2012, to March 31, 2017. Payment of this premium benefit is
contingent upon Coach making reasonable efforts to appear on radio and
television programs during the basketball season including game broadcasts or telecasts, pre-game and post-game shows and coach’s shows. However, these payments are not precluded if the University chooses to cancel or drop any radio, television, game broadcasts, pre-game and game shows and coach's shows during the basketball season.

Contracts for all broadcasts and/or telecasts shall be between the University and the broadcasting and/or telecasting company and rights to these programs shall be the property of the University. The University shall be entitled, at its option, to produce and market the programs or negotiate with other parties to produce and market the programs. Coach shall not unreasonably refuse to personally contact sponsors and/or potential sponsors to generate or increase advertising revenues or unreasonably refuse to make commercial endorsements of his obligation to work toward successful programs. However, any requests by the University to Coach for contacting sponsors shall not unreasonably interfere with his primary duties as Head Basketball Coach. The University shall have the 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.

Coach shall not appear on any television or radio program not authorized by the University without the prior written approval of the Athletic Director except routine news media interviews and other sports-related television/radio programming for which no compensation is received. Coach may appear on television or radio programs not in scheduling conflict with pre-game, post-game or coach's shows without prior written approval of the Director, which approval shall not be unreasonably withheld.

The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head basketball coaches in the promotion and production of similar programs at other Division I basketball institutions. The University recognizes that his primary duties as Head Men’s
Basketball Coach place some limitations on the amount of personal time which he can devote to such and any efforts requested of Coach by the University with respect to promotion and production shall not unreasonably interfere with his primary duties as Head Basketball Coach.

7. SUPPLEMENTAL COMPENSATION

During his employment under this Agreement, Coach will receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid within thirty (30) days from the effective date of the event. Said supplemental compensation shall be paid for from the University of Louisiana at Lafayette Foundation Athletic Fund accounts and shall be deemed to have been earned on the effective date of the event or occurrence. Unless Coach has been terminated prior to earning any supplemental compensation, Coach shall be entitled to supplemental compensation for the following events or occurrences during the Term of this Agreement (which shall be cumulative in nature).

A. Coach shall receive $15,000.00 if the Team wins the Conference Championship (solo or shared; regular season or post-season; with the maximum amount payable per year under this sub-clause to be $15,000).

B. Coach shall receive $5,000.00 if the team participates in the College Insider Postseason Tournament (CIT) without winning the Conference Championship referenced in Section A. Coach shall receive $10,000.00 if the team wins the CIT Championship.

C. Coach shall receive $10,000.00 if the team participates in the National Invitation Tournament (NIT) without winning the Conference Championship referenced in Section A. Coach shall receive $20,000.00 if the team wins the National Invitational Tournament Championship.

D. Coach shall receive $15,000.00 if the team participates in the NCAA Basketball Championship Tournament without winning the Conference Championship referenced in Section A. For each game won during the first two rounds of the NCAA Tournament, Coach shall receive an additional $5,000.00.
E. Coach shall receive $10,000.00 if the team reaches the Elite Eight in the NCAA Basketball Championship Tournament.

F. Coach shall receive $25,000.00 if the team reaches the Final Four in the NCAA Basketball Championship Tournament.

G. Coach shall receive $5,000.00 if the Men's Basketball program sells over 4,000 season tickets in any one season.

H. Coach shall receive $3,500.00 if the men's basketball team completes the academic year with a cumulative GPA of 2.6 or better. However, if in any year, the Academic Performance Rate (APR) is below 930, this supplemental compensation will not be paid.

I. Coach shall receive $5,000 in each year the Team's graduation rate exceeds the national average for men's Division I basketball teams.

J. The University acknowledges that the Men's Basketball Assistant Coaches will contribute to Coach's achievements in earning the above described supplemental compensation. During their employment as Men's Basketball Assistant Coaches, each shall receive supplemental compensation equal to twenty (20%) percent of the amount of supplemental compensation paid to Coach in sections 6A-6I. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid within thirty (30) days from the effective date of the event. Said supplemental compensation shall be paid for from the University of Louisiana at Lafayette Foundation Athletic Fund accounts and shall be deemed to have been earned on the effective date of the event or occurrence unless Assistant Coach has been suspended or notified that his employment has been terminated prior to earning any supplemental compensation.

K. Coach shall receive $5,000.00 if he receives Sun Belt Conference Coach of the Year and/or Louisiana Sports Writers Association (LSWA) Coach of the Year or Louisiana Association of Basketball Coaches (LABC) Coach of the Year and/or National Association of Basketball Coaches (NABC) honors (non-cumulative).
8. CONTRIBUTIONS TO COLLEGE TUITION PLAN

University shall match Coach’s contributions up to the amount of Twenty-Four Hundred and 00/100 ($2,400) Dollars per year during the term of this Agreement to the Student Tuition Assistance and Revenue Trust Saving Program, administered by the Louisiana Office of Student Financial Assistance, under the direction of the Louisiana Tuition Trust Authority, for each of Coach’s minor children. Said contributions shall be due on or about December 31st for that year. Coach shall be required to provide documentation of his yearly contributions to the University on or before December 31st of each year. In the event that Coach’s child reaches majority in any year, the University’s contribution shall be prorated through the month in which the child reached majority. The University shall have no obligation to pay any year’s contribution in the event that this Agreement is terminated for any reason prior to December 31st of that year. Said contributions shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.

9. OUTSIDE INCOME

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 therefrom. 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 all athletically-related income received from sources outside the University and shall abide by all NCAA regulations regarding outside compensation (NCAA Regulation 11.2.2).

10. CAMPS AND CLINICS

All camps and clinics are operated under the supervision and authority of the University. Coach shall be permitted to hold camps and clinics with prior approval of the Director and the President, such approval not to be unreasonably withheld. The Athletic Department will make best efforts to secure departmental facilities, without fee, for Coach’s basketball camps. Housing and dining facilities will be provided to Coach at a cost equal to the lowest fee charged to any group or individual using such facilities. Coach shall be entitled to manage and distribute, at his sole discretion and in accordance with NCAA regulations, all revenue generated by such camps and clinics.
11. APPAREL, EQUIPMENT ENDORSEMENTS
The University, at its option, shall allow the payment to Coach of any funds for which he is responsible in obtaining through his endorsements of shoe, apparel or equipment manufacturers. All endorsements must be approved in writing by the Athletic Director, which approval shall not be unreasonably withheld, and shall not be in conflict with any Athletic Department or University contractual agreement. These benefits shall not be considered earned income for the purpose of computation of retirement benefits and Coach shall be responsible for all applicable taxes.

12. BASKETBALL STAFF
Coach shall have the authority to select assistant Men’s Basketball Coaches upon approval by the Athletic Director, University President and the Board of Supervisors for the University of Louisiana System which selection shall follow University policies and procedures.

13. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES
Coach shall abide by the rules and regulations of the NCAA, Conference and University. If found 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 involved in major, deliberate or serious violations of NCAA regulations which result in an official finding by the NCAA (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Governmental 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.

14. AUTOMOBILE ALLOWANCE
Coach shall be provided the use of a new or nearly new vehicle provided by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 ($6,000.00) Dollars per year paid in equal monthly installments of Five Hundred and
No/100 ($500.00) Dollars. Funds for these automobile and salary premium benefits shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

15. TERMINATION

A. Without Cause. Either party may terminate this agreement without Just Cause (as defined below) by providing written notice to the other party specifying the effective date of termination. Should the University, with the 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 liquidated damages as follows:

1. If the University terminates this Agreement in the first year of this Agreement (4-1-12 and 3-31-13) the University shall pay Coach Eight Hundred, Twenty-Five Thousand and No/100 ($825,000.00) Dollars.

2. If the University terminates this Agreement in the second year of this Agreement (4-1-13 and 3-31-14) the University shall pay Coach Six Hundred and Fifty Thousand and No/100 ($650,000.00) Dollars.

3. If the University terminates this Agreement in the third year of this Agreement (4-1-14 and 3-31-15) the University shall pay Coach Four Hundred and Seventy-Five Thousand and No/100 ($475,000.00) Dollars.

4. If the University terminates this Agreement in the fourth year of this Agreement (4-1-15 and 3-31-16) the University shall pay Coach Three Hundred Thousand and No/100 ($300,000.00) Dollars.

5. If the University terminates this Agreement in the fifth year of this Agreement (4-1-16 and 3-31-17) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year (as if this Agreement naturally expired).

6. Liquidated damages for amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the
current University fiscal year, shall be funded by the University of Louisiana at Lafayette Foundation Athletic Accounts.

B. The University may, at its sole option, pay the amount of liquidated damages owed as per this Agreement in a lump sum within sixty (60) days from the effective date of termination or the University may pay the amount of liquidated damages owed in equal monthly payments of Thirty Three Thousand, Three Hundred, Thirty-Three and 33/100 ($33,333.33) Dollars. Liquidated damages shall not include car or cell phone allowances. Should Coach be relieved of his head coaching duties without Just Cause, he shall not be reassigned within the Athletic Department but be paid according to the liquidated damages clause in this document.

C. It is agreed that the Liquidated Damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach personally or through business entities owned by, controlled by Coach, or in which Coach has an interest, from employment as a head coach, assistant coach, or as an administrator either at a college or university or with a professional sports organization (collectively referred to as “coaching position.”) For purposes of this subsection, “gross compensation” shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Coach by an employer, including by a business entity owned or controlled by Coach, or in which Coach has an interest, consulting fees, honoraria, fees received by Coach as an independent contractor, or other income of any kind whatsoever from a coaching position. While the University’s obligation to pay liquidated damages remains in effect, within fourteen (14) days after accepting any employment in a coaching position Coach shall furnish to the University notice of said employment, including the terms of his employment, start date, and compensation. Notice shall also include substantiating documents such as contracts, appointment forms, etc. The University shall reduce the amount of the monthly liquidated damages payments due based upon the gross compensation to be earned for each month of Coach’s employment. Coach shall notify University of any changes in his income within fourteen (14) days of such change, including
receipt of any additional compensation in the form of bonuses, raises, etc. No later than February 15th of each year Coach shall provide University with a copy of his W-2, 1099 or other verifiable documentation of his income for the prior year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach fails or refuses to provide the notifications or documentation to University as required in this clause, then after giving Coach fourteen (14) days written notice the University’s obligation to continue paying liquidated damages to Coach shall cease, unless Coach can provide within seven (7) days of receipt of said notice, documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for his failure to provide his required documentation as required in this clause. In the event Coach’s gross compensation from such new employment is increased or decreased while the University’s obligation to pay liquidated damages remains in effect, Coach shall report such increase or decrease to the University within thirty (30) days and the University shall be entitled to reduce or required to increase the amount of the monthly liquidated damages payments accordingly.

D. Payment by University of the amount under this section will constitute a full release of any claim that Coach might otherwise assert against the University, or any of its representatives, agents or employees. In consideration of this payment, Coach shall, and does hereby, release and discharge the University and University of Louisiana at Lafayette Foundation, their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and Coach’s employment at the University, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

E. Except for the obligation to pay Coach the amount set forth in Section 15 A, all obligations of the University (to the extent not already accrued or vested) to Coach shall cease as of the effect date of such termination.

F. With cause. Should the University terminate this Agreement for Just Cause prior to the expiration of its Term, the University and the University of Louisiana Lafayette Foundation shall not be liable for any payments or benefits to Coach
past the effective date of termination other than amounts previously earned by Coach, but not yet paid. Just cause for termination shall include, but not be limited to:

1. Deliberate neglect, refusal or unwillingness to perform any of the duties specified in Section 2 of this Agreement in good faith and to the best of Coach's ability.

2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor arrest involving moral turpitude.

3. The committing by Coach of a major violation of NCAA or Conference regulations or the committing of major violations of NCAA or conference regulations by Coach's staff of which Coach had prior knowledge and failed to report or attempt to prevent.

4. Failure to cooperate with the University and/or the NCAA in the investigation of alleged violations of NCAA or Conference regulations.

5. 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 the essential functions and duties as Head Men's Basketball Coach.

6. Commission of an act of moral turpitude by Coach (provided said act would constitute a felony).

16. TERMINATION BY COACH

A. Coach recognizes that his promise to work for University for the entire Term of this five-year Agreement is the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties agree that should the Coach terminate this Agreement prior to the expiration of its Term, Coach shall be liable to University for liquidated damages as follows:
1. If Coach terminates this Agreement in the first year of this Agreement (4/1/12 – 3/31/13) Coach shall pay University Four Hundred Thousand and 00/100 ($400,000) Dollars.

2. If Coach terminates this Agreement in the second year of this Agreement (4/1/13 – 3/31/14) Coach shall pay University Three Hundred Thousand and 00/100 ($300,000) Dollars.

3. If Coach terminates this Agreement in the third year of this Agreement (4/1/14 – 3/31/15) Coach shall pay University Two Hundred, Twenty-Five Thousand and 00/100 ($225,000) Dollars.

4. If Coach terminates this Agreement in the fourth year of this Agreement (4/1/15 – 3/31/16) Coach shall pay University One Hundred, Fifty Thousand and 00/100 ($150,000) Dollars.

5. If Coach terminates this Agreement in the fifth year of this Agreement (4/1/16 – 3/31/17) Coach shall not be liable to the University for liquidated damages.

B. Liquidated damages shall be paid by Coach within ninety (90) days from the effective date of termination.

C. If during the Term of the Agreement both parties reach a mutual, written agreement to terminate the Agreement without Just Cause, neither party shall be liable for liquidated damages.

17. ACKNOWLEDGEMENTS

The parties specifically agree that the obligations assumed herein relate only to the obligations regarding payment and there is no guarantee or promise of continued employment for Coach at the University of Louisiana at Lafayette whether as head men’s basketball coach or in any other employment capacity.

18. AMENDMENT/EXTENSION

This contract may be amended and/or extended by the mutual written consent of the parties, and approved by the University of Louisiana Board of Supervisors.

19. FORCE MAJEURE

If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a
breach of this Agreement, and all other obligations of the parties shall continue. A “Force Majeure Event” shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness or disability, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargos, illness, or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

20. DISPUTES

In the event any dispute arises between the parties concerning this Agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach sixty (60) days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this Agreement, such suit must be filed in Lafayette Parish, Louisiana, and the prevailing party in any judicial determination is entitled to recover reasonable outside attorney’s fees in addition to any other relief awarded by the Court.

21. WRITTEN NOTICE

Any notice required herein shall be provided in writing and shall be deemed personally delivered to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first class mail to such party.

Unless hereinafter changed via written notice to Coach, any notice to University shall be sent to:

**University Designee:**
- Dr. E. Joseph Savoie
- University of Louisiana at Lafayette
- P.O. Box 41008
- Lafayette, LA 70504-1008

**With copy to:**
- Director of Athletics
- University of Louisiana at Lafayette
- 201 Reinhardt Drive
- Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to Coach shall be sent to:
Coach

c/o The Legacy Agency, Inc.
230 Park Avenue
Suite 851
New York, NY 10169
Attn. Jordan Bazant

With copy to:
The Sacks Group, PLLC
5335 Wisconsin Avenue, NW
Suite 720
Washington, DC 20015
Attn. Rand E. Sacks, Esq.

IN WITNESS WHEREOF, Coach and the duly authorized representative of University have caused this Agreement to be executed on the dates indicated.

Witnesses:

Karen Lavelle
Elizabeth Despain

Karen Lavelle
Elizabeth Despain

Jeanette Navarro
Stacey Bourdreaux

Approved:

Robert Marlin
Head Men’s Basketball Coach
University of Louisiana at Lafayette

Scott Farmer
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Savoie
President
University of Louisiana at Lafayette

Dr. Tom Layzell
Interim President
Board of Supervisors
University of Louisiana System
STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BETWEEN:
UNIVERSITY OF LOUISIANA AT 
LAFAYETTE, UNIVERSITY OF 
LOUISIANA AT LAFAYETTE 
FOUNDATION, AND ROBERT MARLIN, 
HEAD MEN'S BASKETBALL COACH

AGREEMENT 
HEAD MEN'S BASKETBALL COACH

This is an agreement between the University of Louisiana at Lafayette, the University of 
Louisiana at Lafayette Foundation, and Robert Marlin, the University Head Men’s Basketball 
Coach.

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the 
University of Louisiana at Lafayette in the employment of the Head Men’s Basketball Coach. 
To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any 
sums which may be due upon the termination of the Head Men’s Basketball Coach. The 
University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or 
supplement the liquidated damages owed the Head Men’s Basketball Coach an amount not to 
exceed Eight Hundred Twenty-Five Thousand and No/100 ($825,000.00) Dollars, as per section 
15 of the employment agreement, between the University of Louisiana at Lafayette and the Head 
Men’s Basketball Coach. Payments shall be made from Unrestricted Athletic Foundation Funds 
available at the time of termination.

2.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to 
pay contingent premium benefits as per section 6 and the supplemental compensation of the 
Head Men’s Basketball Coach and Men’s Basketball Assistant Coaches as per section 7 of the 
Agreement between the University of Louisiana at Lafayette and the Head Men’s Basketball 
Coach. Payments shall be made from athletic funds.

3.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to 
pay the automobile allowance benefit as per section 14 of the Agreement between the University 
of Louisiana at Lafayette and the Head Men’s Basketball Coach. Payments shall be made 
from athletic funds.
4.

The University of Louisiana at Lafayette Foundation and Head Men's Basketball Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Men's Basketball Coach's employment agreement and all agree to be bound by the terms of each agreement.

Entered into this ______ day of ________________, 2012.

__________________________
ROBERT MARLIN
HEAD MEN'S BASKETBALL COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

__________________________
SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE

__________________________
JULIE FALGOUT
EXECUTIVE DIRECTOR
UNIVERSITY OF LOUISIANA AT LAFAYETTE
FOUNDATION

__________________________
DR. E. JOSEPH SAVOIE
PRESIDENT
UNIVERSITY OF LOUISIANA AT LAFAYETTE

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of ________________, 2012.

__________________________
DR. TOM LAYZELL
INTERIM PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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.
Grambling State University
Soccer forward, Sierra Ardnt, was named this year’s SWAC’s Women’s Soccer Player of the Year. Ardnt was also named to the SWAC All-Conference First Team for her performance this season. Ardnt, who is a senior out of Longmont, Colorado, led the conference with eight goals and scored the third most points in the SWAC this season with a total of 16. During a conference match-up with the Southern University Lady Jaguars, Ardnt scored four goals to give the Lady Tigers a critical win.

Grambling State University received national attention as CBS Sports aired a 30-minute television show called “The Road to Saturday” on October 10, 2012. The program, which was produced by Holden Production Group of Dallas for Yahoo and CBS Sports, took a look behind the scenes as the football team, the band, cheerleaders, the Orchesis dance company and others prepared for the State Fair Classic at the Cotton Bowl in Dallas. During the filming on campus, a two-man film crew interviewed Doug Williams, the head football coach, along with two assistant coaches as well as players, band members, cheerleaders, dancers and members of the royal court, including Miss Grambling State University, about what the State Fair Classic means to them and what it means to represent Grambling State University.

Louisiana Tech University
Louisiana Tech running back Ray Holley and center Stephen Warner have been named to the Capital One Academic All-District First Team. By being named first team Academic All-District, both players are eligible to be named Academic All-America. To be considered for the Capital One Academic All-District teams, a student-athlete must have a 3.30 cumulative grade point average, must have participated in at least 50 percent of the team’s games, must be a sophomore or higher academically, and must have completed one full calendar year at his/her institution.

The Western Athletic Conference postseason soccer honors were announced at the league’s annual banquet where Louisiana Tech senior defender Mo Rockwell and junior forward Emily Brennan were both voted second team All-WAC by the league’s nine head coaches.

In an effort to continue community outreach as part of the Louisiana Tech men’s basketball program, the four newcomers of Chris Anderson, Jaron Johnson, Alex Hamilton and Gilbert Talbot briefly stopped reading their college textbooks in order to read aloud as guests to fifth grade students at Ruston Elementary. The players were split into two separate classes and read for about 20 minutes during reading time. Students were then able to ask life questions about everything from basketball to college life to personal obstacles the players have overcome. The students were very attentive and were surprised by how much the players spoke about education rather than sports.
McNeese State University
McNeese cross country head coach Brendon Gilroy and runners David Rooney and Stephen Kerr earned top honors as announced by the Southland Conference. Gilroy garnering the league’s Coach of the Year honors, Rooney being named the men’s Athlete of the Year, and Kerr with Freshman of the Year accolades.

Junior middle blocker Courtni Bauer has been named the Southland Conferences Newcomer of the Year in volleyball as announced by the league.

The numbers will not be officially released until April, but what they will show is that McNeese football has set a single-year school record with a rating of 961 in the Academic Progress Rate (APR), which is a term-by-term measure of eligibility and retention for Division I student-athletes that was developed as an early indicator of eventual graduation rates. The 961 posting is well above the 930 benchmark set by the NCAA. “Our players have really worked hard to excel in the classroom,” said McNeese coach Matt Viator. “All of our players and coaches would like to thank the efforts of Deb Kingrey (former athletics academic coordinator) for her efforts.” Throughout the last two years, McNeese football has had a total of 129 athletes make the McNeese Honor Roll – an average of 32 athletes per semester. In 2011, 34 football players were named to the Southland Conference Commissioner’s Academic Honor Roll. In addition to that, four players were named to the 2011 SLC Football All-Academic Team while four of the last six McNeese SLC Scholar-Athletes have been members of the football squad.

McNeese State’s 2011-12 Southland Conference Tournament Championship and NCAA Tournament women’s basketball team were honored and received their championship rings during halftime of the football game against Central Arkansas. “I’ve talked to a lot of former athletes in the past three weeks and that has been a lot of fun. It is going to be neat to meet and visit with them and then see them present the girls their championship rings,” said head coach Brooks Donald-Williams.

Sophomore forward Sarah LaLanne was named to the 2012 All-Southland Conference Second Team. The Cypress, Texas native has been the catalyst for the Cowgirls this season totaling 14 points with five goals and four assists. LaLanne leads in several team categories including points (14), assists (4), game-winning goals (3), shots on goal (24) and is tied for first with five goals. LaLanne leads the conference with her three game-winning goals in league action.

The women’s golf team ended its fall season on a high note by finishing second in the nine team Stetson Holiday Inn Express/Hatter Classic. The finish is the highest finish for the Cowgirls this fall, having finished third at the UL-Monroe Fred Marx Invitational, fourth at the Bob Hurley Auto Oral Roberts Shootout, and a seventh place finish at the LPGA Xavier Invitational.

McNeese graduate R.C. Slocum will be inducted into the National Football Foundation Hall of Fame in December. Slocum is one of three college coaches being inducted into the National Hall of Fame this year, the other two being Jimmy Johnson of Oklahoma State and Miami, and Philip Fulmer of Tennessee.
The women’s basketball team volunteered its services for the ninth annual Ethel Precht Hope Breast Cancer 3K in October. The event was held at the Lake Charles Civic Center where an estimated 4,000 people attended. The Cowgirls handed out water to individuals running or walking the 3K. The event is one of many community service events in which the Cowgirls take part in every year.

Nicholls State University
Nicholls State University’s student-athletes are graduating at some of the highest rates in the state, according to statistics released by the National Collegiate Athletic Association (NCAA) in October. The Graduation Success Rate (GSR) report shows that 68 percent of Nicholls student-athletes who began college in 2005 earned their degrees within six years. That is an all-time high for Nicholls and a two-point increase over the previous year’s rate. Among Louisiana’s 11 public universities with Division I athletics, Nicholls has the fourth-highest overall GSR — tying with Northwestern State University and only trailing the significantly higher-funded Louisiana State University, Louisiana Tech University, and McNeese State University.

Senior outside hitter Jennifer Brandt was named second team All-Southland in volleyball as announced by the league office, giving Nicholls its first all-conference honoree since the 2010 season.

Northwestern State University
With men’s basketball and baseball programs setting the pace, Northwestern State’s consistently good performance in the NCAA’s Graduate Success Rate study continued again with the release of the annual report in October. Demon baseball led the 12 Southland Conference members and was second among the state’s 12 Division 1 baseball programs with a GSR of 86 percent for student-athletes who began college in 2005, topped in state only by Tulane’s 95.

Senior midfielder Theresa Halle was among four Southland Conference players and the only Division I soccer athlete in Louisiana selected to the 2012 Capital One All-Academic Soccer District VI Team announced by the College Sports Information Directors of America. The Capital One Academic All-District VI Team is comprised of nominees from NCAA Division I soccer teams from Arkansas, Iowa, Louisiana, Minnesota, Missouri, Mississippi, North Dakota, South Dakota and Wisconsin. Nominees must have at least a 3.3 cumulative GPA to make the College Sports Information Directors of America all-district ballot, which is voted upon by CoSIDA members throughout the district. Halle is a member of the Louisiana Scholars College and is majoring in biology with an emphasis on pre-dentistry with a 3.93 GPA. She is set to graduate in May of 2013.

Northwestern State volleyball players Stacey DiFrancesco and Keelie Arneson were named to the All-Southland Conference First Team chosen by league coaches and sports information directors. It is the first time in NSU’s 25 years in the Southland Conference that volleyball players have earned first-team all-conference honors. No previous player had earned more than honorable mention All-Southland recognition. DiFrancesco won NSU’s first-ever Southland Freshman of the Year award last season.

Senior John Shaughnessy, with a 3.69 grade point average in biology to go with his status as one of the nation’s best kickers, has been voted to the Capital One Academic All-District 6 Team and will be one of eight kickers on the Division I Academic All-America ballot.
The Northwestern State baseball team and the NSU Diamond Dolls teamed up this year to provide 20 boxes of gifts to the Samaritan’s Purse for Operation Christmas Child, a function that provides presents all over the world to less fortunate children. The Samaritan’s Purse is a Christian relief and evangelism organization led by Franklin Graham, a renowned evangelist. Operation Christmas Child is used to display love to needy children by teaming up with the local churches and communities around the country.

**Southeastern Louisiana University**

Freshman Rasheed Harrell scored a pair of second-quarter touchdowns while fellow freshman Xavier Roberson rushed for a team-high 89 yards and added an electrifying 88 yard kickoff return for a touchdown to lead Southeastern to a historic 35-16 victory over archrival Nicholls in the annual River Bell Classic at John L. Guidry Stadium. The win was the second consecutive victory for Southeastern over its archival, marking the first back-to-back wins by the Lions in the series since 1979 and 1980. The win also marked the first sweep for Southeastern over its in-state conference rivals (McNeese State, Nicholls State and Northwestern State) in 24 seasons dating back to 1972.

Volleyball players Courtney Donald and Megan McMillin were honored by the Southland Conference with the release of the All-Conference team. Donald was named first-team All-Southland while McMillin earned an honorable mention.

The 2012 Southeastern Louisiana University baseball recruiting class has been honored by Baseball America in the national publication’s annual rankings. One of three Southland Conference programs to be recognized, the incoming Lion class is considered one of the best in the Lower Central Region by writer Aaron Fitt. “The top class in the Southland Conference belongs to Southeastern Louisiana, which brought in a deep, balanced class led by catcher Jameson Fisher, a gifted left-handed hitter whose defense needs to improve,” Fitt said. “Infielder Gabe Woods, who started his collegiate career at Ole Miss, has a compact right-handed swing and a good feel for his barrel.”

**University of Louisiana at Lafayette**

Junior center, Andre Huval, who owns a 3.52 cumulative grade point average majoring in business accounting, has been named to the 2012 Capital One Academic All-District team, which is selected by the College Sports Information Directors of America. Huval is now eligible for Capital One Academic All-America honors, which will be announced on November 29.

Ragin’ Cajuns softball alum Ashley Brignac has been selected as one of the recipients of the prestigious NCAA Today’s Top 10 Award, recognizing extraordinary student-athletes who completed their athletics eligibility during the 2011-12 academic year. “This prestigious award is a reflection of our commitment to excellence in not only athletics and softball, but also academics and inside the classroom,” said head coach Michael Lotief. “We are so thankful to our professors, our team, and our fans for their contribution and support. All of these awards acknowledge the individual but also speak to the success of the process and to the incredible support structure that exists here at ULL. This is about more than wins and losses; this is about core values that recognize that our university is among the best of the best. We are so proud of Ashley and appreciate the recognition from the NCAA.” Criteria for the award include success on the field and court, in the classroom, and in the community.
The Top 10 awards will be presented during the Honors Celebration as part of the NCAA Convention in Grapevine, Texas on January 18, 2013. The Top 10 Award winners are selected by the NCAA Honors Committee, which is composed of athletics administrators at member institutions and nationally distinguished citizens who are former student-athletes. Brignac graduated last May with a 4.0 GPA and a bachelor’s degree in kinesiology and exercise science.

Playing a position in volleyball that serves as the “director” of the offense, Ragin’ Cajuns volleyball senior setter Mandi Gavin fulfilled that role this season and even more. For her efforts, the coaches in the Sun Belt Conference rewarded her with a spot on the 2012 All-Sun Belt Volleyball team. Gavin was one of 16 Sun Belt student-athletes named to the all-league team. She was a second-team selection.

On October 30, a group of student-athletes from the Ragin’ Cajuns Athletic Department visited patients at the Women’s and Children’s Hospital in Lafayette to spread Halloween cheer. Athletes made rounds throughout the hospital in costume, handing out candy to patients so they could also experience trick or treating. The student-athletes’ focus was to attempt to lift the moods of children who might have been missing out on Halloween fun by passing out Halloween treats.

**University of Louisiana at Monroe**

The ULM softball team was named a 2011-2012 “All-Academic Team” by the National Fastpitch Coaches Association (NFCA) by virtue of the team’s cumulative 3.312 grade point average. The Warhawks team GPA ranked 41st nationally, just ahead of Stanford and narrowly behind St. Louis University. Head Coach Rosemary Holloway-Hill’s squad had the top GPA of any school in Louisiana, and the second highest in the Sun Belt Conference. Our student-athletes work extremely hard to juggle their studies and athletic skills, as it takes a lot of discipline and time management,” said Holloway-Hill. “Our staff is conscious of both areas and we work to keep a balance on priorities. We are proud of their accomplishments and the way they represent the university.”

Senior Daniel Mutai notched a second place finish at the Sun Belt Conference Championships, the highest individual finish ever by a ULM runner in Sun Belt history. In addition, he placed 25th overall at the NCAA South Central Regional. Mutai, the only NCAA national meet qualifier in Warhawk history, covered the 10,000-meter course in 31:35 to earn all-region honors.

Sophomore Mason Seaborn was one of three golfers to record a 65 (-6) to both establish a new career low and tie a course record at Quail Valley Country Club Golf Course. The score vaulted Seaborn (69-73-65--207) to second overall and helped the Warhawks (301-291-281--873) finish in fourth at the Houston Baptist Men’s Intercollegiate in the Houston suburb.

The ULM Fishing Team finished the 2011-2012 season ranked at No. 2 in the nation by the Association of Collegiate Anglers, and will hold that standing with the scores earned during the South Texas Bass Fishing Open.

The Warhawks Wakeboard team won the USA Wakeboard South Central Regional and the Louisiana Collegiate Wake Tour Competition in October.
University of New Orleans
The New Orleans Privateer athletic department in partnership with Ochsner Health System gave one complimentary general admission ticket to the first 100 people donating three non-perishable food items at a recent men’s basketball game at Lakefront Arena. The promotion was part of the UNO Staff Council’s annual Holiday Food Drive and put on in cooperation with the Faculty Senate and Student Government. The goods collected were delivered to the Second Harvest Food Bank of Greater New Orleans.

Sophomore Pair Noibanchong wrapped up “The Mackel” New Orleans City Amateur Championships with a second-place finish. Playing 18 holes at Lakewood Golf Club for the second straight day, Noibanchong carded an 11-over 83.