SCHEDULE OF APRIL 2012 MEETINGS
Claiborne Conference Center
Baton Rouge, Louisiana

MONDAY, APRIL 23, 2012

1:00 p.m. Council of Vice Presidents for Academic Affairs
7th Floor Conference Room

TUESDAY, APRIL 24, 2012

7:30 a.m. Presidents’ Council
7th Floor Conference Room

The Board will meet as a Committee of the Whole

9:00 a.m. Board of Supervisors Meeting**
Room 100, “The Louisiana Purchase Room”

12:00 p.m. Faculty Advisory Council
Room 153, “Iowa Room”

** Executive Session Pursuant to R.S. 42:16 may be required

Anyone wishing to attend these meetings and requiring special accommodations should contact this office 24 hours prior to the meetings so arrangements can be made.
BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:00 a.m., Tuesday, April 24, 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 February 14, 2012 Meeting Minutes
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Grambling State University’s request for approval of a Proposal to convert its certification only practitioner teacher programs to Master of Arts degree programs in Teaching (MAT) in Special Education, Elementary Education, and Secondary Education.

2. Grambling State University’s request for approval of a Letter of Intent to convert the existing Associate of Science degree program in Child Development to a Bachelor of Science degree program in Child Development and Early Literacy.

3. Grambling State University’s request for approval to award an Honorary Doctor of Laws (LLD) to Ms. Donna Brazile at the Spring 2012 Commencement Exercises.

4. Louisiana Tech University’s request for approval of a Proposal for a Ph.D. degree program in Molecular Sciences and Nanotechnology.

* Or immediately upon adjournment of the previous Committee.
** 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.
5. **McNeese State University**’s request for approval of a Letter of Intent for a Master of Science degree program in Criminal Justice.

6. **McNeese State University**’s request for approval of a Proposal for a Post-Baccalaureate Certificate of Nursing Case Management.

7. **Nicholls State University**’s request for approval of a Proposal for a collaborative Master of Science in Nursing degree program.

8. **Southeastern Louisiana University**’s request for approval to terminate the Associate of General Studies degree program effective Spring 2014.

9. **University of Louisiana at Lafayette**’s request for approval to award an Honorary Doctor of Arts Degree to Mr. Joe Stewart at the Spring 2012 Commencement Exercises.

10. **University of Louisiana at Lafayette**’s request for approval of a Proposal for a Graduate Certificate in Teaching English to Speakers of Other Languages (TESOL).

11. **University of New Orleans**’ request for approval to award an Honorary Doctor of Engineering Degree to Mr. Mark Savoff at the Spring 2012 Commencement Exercises.

12. **University of New Orleans**’ request for approval of a Letter of Intent for a Bachelor of Science degree program in Community Health.

13. **University of New Orleans**’ request for approval of a Letter of Intent for an M.Ed. degree program in Education Administration.

14. **University of New Orleans**’ request for approval of a Letter of Intent for a Ph.D. degree program in Inter-American Studies.

15. **University of Louisiana System**’s request, on behalf of its nine institutions, for approval of a Letter of Intent for a collaborative B.A. in Organizational Leadership.

16. Other Business

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**F. REPORT OF ATHLETIC COMMITTEE**

1. **Louisiana Tech University**’s request for approval of an amended contract and agreement between Mr. Sonny Dykes, Head Football Coach; Louisiana Tech University; and the Louisiana Tech University Foundation, effective January 23, 2012.

2. **McNeese State University**’s request for approval of a contractual agreement with Mr. Terrence L. Gamble, Head Women’s Volleyball Coach, effective March 1, 2012.

3. **McNeese State University**’s request for approval of a contractual agreement with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2012.
4. **McNeese State University**’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective March 1, 2012.

5. **Northwestern State University**’s request for approval of a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.

6. **Northwestern State University**’s request for approval of a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

7. **Northwestern State University**’s request for approval of a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

8. **University of Louisiana at Lafayette**’s request for approval of a contractual agreement with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2012.

9. **University of Louisiana System**’s report of significant athletic activities for the period of February 1 to April 6, 2012.

10. Other Business

G. **REPORT OF AUDIT COMMITTEE**

1. **Grambling State University**’s request for acceptance of Fiscal Year 2011-2012 Financial and Compliance Representation Letter.

2. **University of New Orleans**’ request for approval of its Internal Audit Charter.

3. **University of Louisiana System**’s report on internal and external audits submitted for the period of February 1 to April 13, 2012.

4. Other Business

H. **REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Louisiana Tech University**’s request for approval to name the conference room in George T. Madison Hall in honor of the late Dr. Paul J. Pennington.

2. **Louisiana Tech University**’s request for approval to demolish the Hay Storage Pole Barn located on the campus.

3. **Louisiana Tech University**’s request for approval to demolish the existing Business Building.

4. **Louisiana Tech University**’s request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, Inc. to replace the gymnasium floor and goals located in Memorial Gymnasium and accept donation of improvements to the University.
5. **Northwestern State University**’s request for approval to rename West Caspari Hall the *Student Services Center*.

6. **Northwestern State University**’s request for approval to rename East Caspari Hall to the original name of *Caspari Hall*.

7. **Northwestern State University**’s request for approval to demolish the Married Student Housing Complex located on the main campus.

8. **Northwestern State University**’s request for approval to rename Loft Theatre the *Jack Wann Theatre* in honor of Dr. Jack Wann.

9. **Southeastern Louisiana University**’s request for approval of a second amendment to the Ground and Building Lease Agreement between the Board of Supervisors for the University of Louisiana System and University Facilities, Inc. for the 2004 Bond Series.

10. **University of Louisiana at Monroe**’s request for approval to petition the State Interim Emergency Board to address problems with deteriorated First Floor HVAC Piping in George T. Walker Hall located on the main campus.

11. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **Southeastern Louisiana University**’s request for approval to enter into a Lease Agreement with Follett Higher Education Group for the University’s bookstore operations.

2. **University of Louisiana at Lafayette**’s request for approval of a student contract for a package price for the Executive MBA Program.

3. **University of New Orleans**’ request for approval of base level GRAD Act Autonomies for 2011-12.

4. **University of Louisiana System**’s recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, and Non-Governmental Charges for Academic Year 2012-2013.

5. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **Nicholls State University**’s request for approval to appoint Dr. John Doucet as Dean of the College of Arts and Sciences effective May 1, 2012.

2. **Southeastern Louisiana University**’s request for approval to appoint Mr. Sam Domiano, Jr. as Interim Vice President for Administration and Finance effective March 31, 2012.
3. University of Louisiana at Lafayette’s request for approval to appoint Dr. Jordan Kellman as Dean of the College of Liberal Arts effective July 1, 2012.

4. University of New Orleans’ request for approval to reorganize its leadership structure.

5. Other Business

K. REPORT OF LEGISLATION COMMITTEE

1. Update on the 2012 Regular Session of the Legislature

2. Other Business

L. REPORT OF PERFORMANCE ASSESSMENT COMMITTEE

1. University of Louisiana System’s request to certify campus LA GRAD Act reports for 2011-12.

2. Other Business

M. SYSTEM PRESIDENT’S BUSINESS

1. Personnel Actions and Summer School Appointments

2. System President’s Report

3. Other Business

N. BOARD CHAIR’S BUSINESS

1. Board Chair’s Report

2. Other Business

O. Other Business

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

ATHLETIC COMMITTEE

April 24, 2012

Item F.1. Louisiana Tech University’s request for approval of an amended contract and agreement between Mr. Sonny Dykes, Head Football Coach; Louisiana Tech University; and the Louisiana Tech University Foundation, effective January 23, 2012.

EXECUTIVE SUMMARY

In February 2010 the Head Football Coach and University entered into a five-year contractual agreement with the term ending January 19, 2015. The University is requesting an extension from January 20, 2015 to January 19, 2017.

At the present time, the annual base salary paid to Coach is $200,000, and will remain the same through 2017.

The University is also requesting that the annual amount paid to Coach by the Louisiana Tech University Foundation be increased from $250,000 per year to $550,000 per year for Coach’s role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech football.

Finally, the University is requesting that the amount liable to the Louisiana Tech University Foundation by Coach for liquidated damages be established as follows, if Coach chooses to terminate the contract without cause prior to the final game of any football season (including a bowl game in the football team participates).

<table>
<thead>
<tr>
<th>Season</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Season 1 (2012 - 2013)</td>
<td>$800,000</td>
</tr>
<tr>
<td>Season 2 (2013 - 2014)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Season 3 (2014 - 2015)</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

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 Louisiana Tech University’s request for an amended contract and agreement between Mr. Sonny Dykes, Head Football Coach; Louisiana Tech University; and the Louisiana Tech University Foundation, effective January 23, 2012.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached an amended contract and agreement between Head Football Coach Sonny Dykes, Louisiana Tech University, and the Louisiana Tech University Foundation. This is being submitted for consideration at the April meeting of the Board. Your approval of this contract and agreement is requested.

Sincerely,

Daniel D. Reneau
President

Attachment
AMENDED CONTRACT OF EMPLOYMENT:
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 23rd day of January, 2012, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) and through its President, Dr. Daniel D. Reneau, Sonny Dykes (hereinafter referred to as “COACH”), and the Louisiana Tech University Foundation (hereinafter referred to as “FOUNDATION”) as guarantor of certain payments. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Louisiana Tech University.

This agreement is a modification of that certain CONTRACT OF EMPLOYMENT: HEAD FOOTBALL COACH dated February 11, 2010, and approved by the Board of Supervisors of the University of Louisiana System on February 26, 2010 (“UNIVERSITY AGREEMENT”), and a modification of that certain AGREEMENT BETWEEN LOUISIANA TECH UNIVERSITY, THE LOUISIANA TECH UNIVERSITY FOUNDATION, INC., AND HEAD FOOTBALL COACH, SONNY DYKES, dated February 11, 2010, and approved by the Board of Supervisors of the University of Louisiana System on February 26, 2010 (“FOUNDATION AGREEMENT”). The UNIVERSITY AGREEMENT and FOUNDATION AGREEMENT are collectively referred to herein as the “ORIGINAL CONTRACT”.

I. **TERM**

The term of the ORIGINAL CONTRACT is hereby extended, such extension to commence on the 20th day of January, 2015, and, unless terminated earlier pursuant to the terms hereof, shall terminate without further notice to COACH on the 19th day of January, 2017.

II. **COMPENSATION**

COACH’s compensation for his duties as delineated in the ORIGINAL CONTRACT is amended as follows:

The amounts in Paragraph 3.1 of the UNIVERSITY AGREEMENT are amended as follows: UNIVERSITY shall pay COACH a base annual salary for the term of this agreement, through equal monthly payments, in the following amounts each year:

(a) January 20, 2012, through January 19, 2013, $200,000;
(b) January 20, 2013, through January 19, 2014, $200,000;
(c) January 20, 2014, through January 19, 2015, $200,000;
(d) January 20, 2015, through January 19, 2016, $200,000;
(e) January 20, 2016, through January 19, 2017, $200,000.

The amounts in Paragraph 3.1 of the UNIVERSITY AGREEMENT and Paragraph 1 of the FOUNDATION AGREEMENT are amended as follows: The FOUNDATION, through its athletic funds, shall pay COACH the following amounts, through equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Football:

(a) January 20, 2012, through January 19, 2013, $550,000;
(b) January 20, 2013, through January 19, 2014, $550,000;
(c) January 20, 2014, through January 19, 2015, $550,000;
(d) January 20, 2015, through January 19, 2016, $550,000;
(e) January 20, 2016, through January 19, 2017, $550,000.
III. TERMINATION

Paragraph 13.1 of the UNIVERSITY AGREEMENT is hereby amended to include the following language: Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

Paragraph 13.2 of the UNIVERSITY AGREEMENT is hereby deleted and replaced with the following: In the event COACH terminates the agreement without cause prior to the final game of any football season (including a bowl game in which the Louisiana Tech Football Team participates), COACH shall be liable to the FOUNDATION for reimbursement of previously earned salary for his participation in the Louisiana Tech Radio Network in the following amounts:

(a) Season 1 (2012 - 2013), $800,000;
(b) Season 2 (2013 - 2014), $500,000;
(c) Season 3 (2014 - 2015), $300,000;
(d) Season 4 (2015 - 2016), $0;
(e) Season 5 (2016 - 2017), $0.

Such amount shall be payable to the FOUNDATION and shall be due within 90 days of COACH’s termination of the contract.

IV. UNALTERED PROVISIONS

All provisions of the ORIGINAL CONTRACT shall remain intact and fully enforceable to the extent those provisions have not been modified by the terms contained herein.

V. INVALID PROVISIONS

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions to alter the bounds thereof in order to render it valid and enforceable.
VI. NOTICE PROVISION

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally 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 by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Bruce Van De Velde
Athletics Director
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

With copy to:
Jennifer A. Riley
Executive Director of Development & Legal Counsel
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to COACH, any notice to the FOUNDATION shall be sent to:

Benjamin L. Denny
President
Louisiana Tech University Foundation, Inc.
P.O. Box 1190
Ruston, LA 71273-1190

With copy to:
Corre A. Stegall
Vice President for University Advancement
Louisiana Tech University
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to UNIVERSITY and FOUNDATION, any notice to COACH shall be sent to:

Sonny Dykes
P.O. Box 3166
Ruston, LA 71272

With copy to:
J. Russell Campbell
Patrick H. Strong
Balch Sports
1901 Sixth Avenue North
Suite 1500
Birmingham, AL 35203
V. MERGER CLAUSE/NO ORAL MODIFICATION

Paragraph 16.0 of the UNIVERSITY AGREEMENT and Paragraph 9 of the FOUNDATION AGREEMENT are hereby amended as follows: This Amended Contract of Employment: Head Football Coach, together with the ORIGINAL CONTRACT, constitute and express the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified, or amended except by written instrument signed by both parties.

DANIEL D. RENEAU
PRESIDENT
LOUISIANA TECH UNIVERSITY

BRUCE VAN DE VELDE
DIRECTOR OF ATHLETICS
LOUISIANA TECH UNIVERSITY

SONNY DYKES
HEAD FOOTBALL COACH

BENJAMIN L. DENNY
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
Item F.2. McNeese State University’s request for approval of a contractual agreement with Mr. Terrence L. Gamble, Head Women’s Volleyball Coach, effective March 1, 2012.

EXECUTIVE SUMMARY

Under this twelve-month contract, through February 28, 2013, Coach will earn $48,250, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. If Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. No damages shall be due if termination is for just cause.

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 McNeese State University’s request for approval of a contractual agreement with Mr. Terrence L. Gamble, Head Women’s Volleyball Coach, effective March 1, 2012.
April 4, 2012

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

Dear Dr. Moffett:

McNeese State University requests approval of the employment contract with TERRENCE L. GAMBLE, Head Coach for Women’s Volleyball, commencing on the 1st day of March 2012 and terminating on the 28th day of February 2013.

Please place this item on the ULS Board agenda for consideration and approval at the April 24, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Volleyball Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and TERRENCE L. GAMBLE (hereinafter referred to as "COACH"). This contract is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University.

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Women's Volleyball 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 Athletics Director.

1.2 COACH shall be responsible, and shall report, directly to McNeese State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2012, and terminating without further notice to COACH on the 28th day of February 2013 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $48,250.00.

3.2 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 14.1.

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for team participation in post-season games in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

3.4 In this appointment, in accordance with ULS Policy Number FS.111.XX1.-1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast

4.1 COACH may host a television show to promote the McNeese State University Women's Volleyball Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract 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 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 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 show.

(e) The COACH is an independent contractor during said television 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 Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

(a) 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.

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

(c) 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; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

(f) 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.

(g) 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.

(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit
6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.

(a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

6.2 Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.

6.3 The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V (2a).

7.0 Employee Benefits

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

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 Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

8.2 COACH shall report annually in writing to the President through the Athletics Director 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

9.1 The University shall 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.

10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures

10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the 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). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. 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 and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws
11.1 COACH shall abide by the laws of the local, state and federal governments. 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 violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

12.1 COACH shall be eligible to receive a financial incentive for academic success within the Women's Volleyball program as define in the University Athletic Department policy. The policy is as follows:

“A head coach whose team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of $1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of $200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year.”

(a) COACH must be currently employed and was employed 100% of the reported academic year for team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR).

13.0 Women’s Volleyball Staff

13.1 COACH shall have the authority to select unclassified Women’s Volleyball personnel upon authorization by the Athletics Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause.

14.2 Just cause for termination shall include, but not be limited to, violation or gross disregard of local, state or federal laws, NCAA or Conference rules or regulations, or University policies or procedures.

PHILIP E. WILLIAMS, President
MCNEESE STATE UNIVERSITY

 Date 3/11/12

TERRENCE L. GAMBLE, Head Women’s Volleyball Coach
MCNEESE STATE UNIVERSITY

 Date 3/14/12

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ______ day of

______________, 20____

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

ATHLETIC COMMITTEE

April 24, 2012

Item F.3.  McNeese State University’s request for approval of a contractual agreement with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2012.

EXECUTIVE SUMMARY

Under this twelve-month contract, through February 28, 2013, Coach will earn $48,609, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. If Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. No damages shall be due if termination is for just cause.

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 McNeese State University’s request for approval of a contractual agreement with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2012.
April 4, 2012

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

Dear Dr. Moffett:

McNeese State University requests approval of the employment contract with RONALD P. SAVOIE, Jr., Head Coach for Women’s Soccer, commencing on the 1st day of March 2012 and terminating on the 28th day of February 2013.

Please place this item on the ULS Board agenda for consideration and approval at the April 24, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEEESE STATE UNIVERSITY
Head Women's Soccer Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and RONALD P. SAVOIE, JR. (hereinafter referred to as "COACH"). This contract is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University.

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Women's Soccer Coach and COACH does hereby accept employment and agrees to perform all 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 Athletics Director.

1.2 COACH shall be responsible, and shall report, directly to McNeese State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2012, and terminating without further notice to COACH on the 28th day of February 2013 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $48,609.00.

3.2 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 14.1.

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for team participation in post-season games in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

3.4 In this appointment, in accordance with U.S Policy Number FS.111.XX1-1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast

4.1 COACH may host a television show to promote the McNeese State University Women's Soccer Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract 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 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 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 show.

(e) The COACH is an independent contractor during said television 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 Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

(a) 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.

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

(c) 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; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

(f) 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.

(g) 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.

(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit
The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by the Athletics Director or COACH.

(a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

6.2 Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.

6.3 The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V (2a).

7.0 Employee Benefits

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

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 therefrom. 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 Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

8.2 COACH shall report annually in writing to the President through the Athletics Director 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

9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of shoes, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures

10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the 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). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. 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 and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division 1 Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws
11.1 COACH shall abide by the laws of the local, state and federal governments. 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 violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

12.1 COACH shall be eligible to receive a financial incentive for academic success within the Women’s Soccer program as defined by the University Athletic Department policy. The policy is as follows:

“A head coach whose team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of $1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of $200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year.”

(a) COACH must be currently employed and was employed 100% of the reported academic year for team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR).

13.0 Women’s Soccer Staff

13.1 COACH shall have the authority to select unclassified Women’s Soccer personnel upon authorization by the Athletics Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause.

14.2 Just cause for termination shall include, but not be limited to, violation or gross disregard of local, state or federal laws, NCAA or Conference rules or regulations, or University policies or procedures.

[Signature]
Date: 2/5/12
PHILIP C. WILLIAMS, President
MCNEESE STATE UNIVERSITY

[Signature]
Date: 2/6/12
RONALD E. SAVOIE, JR., Head Women’s Soccer Coach
MCNEESE STATE UNIVERSITY

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

________________________
SECRETARY – BOARD OF SUPERVISOR
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 24, 2012

Item F.4.  McNeese State University’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective March 1, 2012.

EXECUTIVE SUMMARY

Under this twelve-month contract, through February 28, 2013, Coach will earn $117,833, to be paid in monthly installments. The total payment for the first four months of this contract will be $38,166, and $79,667 for the last eight months of this contract. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. If Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. No damages shall be due if termination is for just cause.

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 McNeese State University’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective March 1, 2012.
April 4, 2012

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

Dear Dr. Moffett:

McNeese State University requests approval of the employment contract with BERNARD M. VIATOR, Head, Coach for Football, commencing on the 1st day of March 2012 and terminating on 28th of February 2013.

Please place this item on the ULS Board agenda for consideration and approval at the April 24, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEEESE STATE UNIVERSITY
Head Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and BERNARD M. VIATOR (hereinafter referred to as "COACH"). This contract is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University.

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Football Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Football 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 Athletics Director.

1.2 COACH shall be responsible, and shall report, directly to McNeese State University’s Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of McNeese State University's President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University’s athletic program as the Director may assign.

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2012, and terminating without further notice to COACH on the 28th day of February 2013 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $117,833.00. The total payment for the first four-months of this contract will be $38,166.00 (annual rate: $114,500.00), paid on a monthly basis, and the total payment for the last eight-months of this contract will be $79,667.00 (annual rate: $119,500.00), also paid on a monthly basis.

3.2 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 14.1.

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for team participation in post-season games in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

3.4 In this appointment, in accordance with ULS Policy Number FS.111.XX1.-1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast

4.1 COACH may host a television show to promote the McNeese State University Football Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract 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 show.
Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

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

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 show.

The COACH is an independent contractor during said television 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.

The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television show.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

(a) 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.

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

(c) 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; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

(f) 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.

(g) 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.

(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.

(a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.

6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V.(2a).

7.0 **Employee Benefits**

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

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 Football camps and/or Football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

(Adopted 2/24/95)

8.2 COACH shall report annually in writing to the President through the Athletics Director 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**

9.1 The University shall 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.

10.0 **Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the 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). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. 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 and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

11.1 COACH shall abide by the laws of the local, state and federal governments. 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 violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

12.1 COACH shall be eligible to receive a financial incentive for academic success within the Football program as defined in the University Athletic Department policy. The policy is as follows:

“A head coach whose team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of $1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of $200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year.”

(a) COACH must be currently employed and was employed 100% of the reported academic year for team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR).

13.0 Football Staff

13.1 COACH shall have the authority to select unclassified Football personnel upon authorization by the Athletics Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause.

14.2 Just cause for termination shall include, but not be limited to, violation or gross disregard of local, state or federal laws, NCAA or Conference rules or regulations, or University policies or procedures.

PHILIP C. WILLIAMS, President
MCNEESE STATE UNIVERSITY

BERNARD M. VIATOR, Head Football Coach
MCNEESE STATE UNIVERSITY

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ______ day of

__________________________, 20______

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

ATHLETIC COMMITTEE

April 24, 2012

Item F.5. Northwestern State University’s request for approval of a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through February 28, 2015, the Coach’s salary for each year is $55,000, payable in 26 equal installments. The Northwestern State University Foundation may pay Coach additional salary supplements as follows:

- $2,000 salary supplement for winning the regular season conference championship or if his team is selected to play in the NCAA Tournament.
- $2,000 for each round his team wins in the NCAA Tournament.
- $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $25,000.

The University and the NSU Foundation each have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.
April 4, 2012

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

Re: Head Women’s Soccer Coach Contract - George Van Linder

Dear Dr. Moffett:

Northwestern State University is submitting the attached contract for Head Women’s Soccer Coach - George Van Linder to be placed on the agenda for the April 2012 Board meeting. Please note that this involves a multi-year contract provision.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/po

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for GEORGE VAN LINDER

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 4th day of April, 2012, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, and George Van Linder, Head Women's Soccer Coach of Northwestern State University,

WITNESSETH:

WHEREAS, the University requires the services of a Head Women's Soccer Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ George Van Linder as Head Women's Soccer Coach at Northwestern State University, and George Van Linder does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Soccer Coach as prescribed by the University through the President and the Director of Athletics.

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period January 19, 2012 to February 28, 2015, subject to approval of the University of Louisiana Board of Supervisors.

3. BASE SALARY

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

First Year of Contract
Fifty-five Thousand Dollars ($55,000) payable in 26 equal installments:
Second Year of Contract
Fifty-five Thousand Dollars ($55,000) payable in 26 equal installments:

Third Year of Contract
Fifty-five Thousand Dollars ($55,000) payable in 26 equal installments:

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

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

5. CAMPS AND CLINICS

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

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

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

c. Conducting camps and clinics are considered a part of Coach Van Linder's job description related to promoting the University and the athletic department, thus Coach Van Linder will not be required to take leave while conducting camps run through the university camp budget.

d. Coach Van Linder's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

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

Coach Van Linder will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA tournament. Coach Van Linder will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament. These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

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

7. **OUTSIDE INCOME**

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

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2.9).

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

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

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

9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year
ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Van Linder terminates the Contract without cause, Coach Van Linder would be liable to the University for liquidated damages in the amount of Twenty Five Thousand ($25,000) Dollars, Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. ASSOCIATE/ASSISTANT COACHES

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

11. AMENDMENT Extension

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

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

[Signature]

GEORGE VAN LINDE, Head Coach

BY

[Signature]

GREGORY S. BURKE, Director of Athletics

BY

[Signature]

DRAKE OWENS, Director
Northwestern State University Foundation

BY

[Signature]

DR. RANDALL WEBB, President
Northwestern State University

BY

[Signature]

DR. RANDY MOFFETT, President
University of Louisiana Board of Supervisors
 Item F.6. Northwestern State University’s request for approval of a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through April 30, 2015, the Co-Coach’s salary for each year is $85,000, payable in 26 equal installments. The Northwestern State University Foundation may pay Coach additional salary supplements as follows:

- $2,000 salary supplement for winning the regular season conference championship or if her team is selected to play in the NCAA or WNIT Tournament.
- $2,000 for each round her team wins in the NCAA or WNIT Tournament.
- $3,000 if her team qualifies for the “Sweet 16” in the NCAA or WNIT Tournament.
- $1,500 if she is selected as “Southland Conference Coach of the Year.”
- $1,000 for academic success as defined by University Athletic Department policy.

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

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $40,000.

The University and the NSU Foundation each have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.
April 12, 2012

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

Re: Head Women's Basketball Co-Coaches Contracts

Dear Dr. Moffett:

Northwestern State University is submitting the attached contracts for Head Women’s Basketball Co-Coaches Brooke Stoehr and Scott Stoehr to be placed on the agenda for the April 2012 Board meeting. Please note that these involve multi-year contract provisions.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for BROOKE STOEHR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 24th day of April, 2012, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, and Brooke Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University (hereinafter "Coach").

WITNESSETH:

WHEREAS, the University requires the services of a Co-Head Women’s Basketball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. **EMPLOYMENT**

   The University does hereby employ Brooke Stoehr as Co-Head Women’s Basketball Coach at Northwestern State University, and Brooke Stoehr does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women’s Basketball Coach as prescribed by the University through the President and the Director of Athletics.

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

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

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

2. **TERM**

   The employment under the terms of this contract shall be for the period April 17, 2012 to April 30, 2015, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. **BASE SALARY**

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

   First Year of Contract

   Eight-five Thousand Dollars ($85,000) payable in 26 equal installments:
Second Year of Contract
Eighty-five Thousand Dollars ($85,000) payable in 26 equal installments:

Third Year of Contract
Eighty-five Thousand Dollars ($85,000) payable in 26 equal installments:

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

Coach Steehr will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if her team is selected to play in the NCAA or WNIT tournament. Coach Steehr will earn an additional $2,000 salary supplement for each round her NSU team wins in the NCAA/NWIT tournament and will receive an additional $3,000 should her team qualify for the “Sweet 16” in either tournament. Furthermore, Coach Steehr shall receive a $1,500 salary supplement should she be selected as “Southland Conference Coach of the Year.” These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

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

7. **OUTSIDE INCOME**

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

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2.4).

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

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

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

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Stoehr terminates the Contract without cause, Coach Stoehr would be liable to the University for Liquidated Damages in the amount of Forty Thousand ($40,000) Dollars. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **AMENDMENT Extension**

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

WITNESSES:

Deana Maria

Nina Cantu

Jenna White

Pam Cook

NORTHWESTERN STATE UNIVERSITY

BY

Brooke Stoehr
BROOKE STOEHR, Co-Head Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

DRAKE OWENS, Director
Northwestern State University Foundation

BY

DR. RANDALL WEBB, President
Northwestern State University

BY

DR. RANDY MOFFETT, President
University of Louisiana Board of Supervisors
Item F.7. Northwestern State University’s request for approval of a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through April 30, 2015, the Co-Coach’s salary for each year is $46,500, payable in 26 equal installments.

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

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $25,000.

The University and the NSU Foundation each have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.
April 12, 2012

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

Re: Head Women's Basketball Co-Coaches Contracts

Dear Dr. Moffett:

Northwestern State University is submitting the attached contracts for Head Women’s Basketball Co-Coaches - Brooke Stoehr and Scott Stoehr to be placed on the agenda for the April 2012 Board meeting. Please note that these involve multi-year contract provisions.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/rc

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for SCOTT STOEHR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 24th day of April, 2012, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, and Scott Stoehr, Co-Head Women's Basketball Coach of Northwestern State University (hereinafter "Coach").

WITNESSETH:

WHEREAS, the University requires the services of a Co-Head Women's Basketball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

   The University does hereby employ Scott Stoehr as Co-Head Women's Basketball Coach at Northwestern State University, and Scott Stoehr does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women's Basketball Coach as prescribed by the University through the President and the Director of Athletics.

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

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

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

2. TERM

   The employment under the terms of this contract shall be for the period April 17, 2012 to April 30, 2015, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. BASE SALARY

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

   First Year of Contract

   Forty-six Thousand, Five Hundred Dollars ($46,500) payable in 26 equal installments:
Second Year of Contract
Forty-six Thousand, Five-Hundred Dollars ($46,500) payable in 26 equal installments:

Third Year of Contract
Forty-six Thousand, Five Hundred Dollars ($46,500) payable in 26 equal installments:

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

Supplemental Income for incentive-based performance achievements has been outlined in the contract for the program’s other head coach, Brooke Stoehr, who is the spouse of Scott Stoehr.

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising 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 on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

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

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

9. TERMINATION

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Stoehr terminates the Contract without cause, Coach Stoehr would be liable to the University for Liquidated Damages in the amount of Twenty-Five Thousand ($25,000) Dollars. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of
termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. ASSOCIATE/ASSISTANT COACHES

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

11. AMENDMENT Extension

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

**WITNESSES:**

[Signatures]

**NORTHWESTERN STATE UNIVERSITY**

**BY**

[Signature]

SCOTT STOEHR, Co-Head Coach

**BY**

[Signature]

GREGORY S. BURKE, Director of Athletics

**BY**

[Signature]

DRAKE OWENS, Director
Northwestern State University Foundation

**BY**

[Signature]

DR. RANDALL WEBB, President
Northwestern State University

**BY**

[Signature]

DR. RANDY MOFFETT, President
University of Louisiana Board of Supervisors
Item F.8. University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2012.

EXECUTIVE SUMMARY

This amended agreement is for the five-year period from January 1, 2012 through December 31, 2016. During this period Coach shall receive an annual base salary of $175,000 from the University for each of the five years. The University of Louisiana at Lafayette Foundation shall pay Coach $575,000 for each of the five years for his role in the promotion and production of the University football program through radio and television programs.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- For each home football game, 25 tickets will be provided for personal use. 300 tickets will be provided for promoting and marketing the football program.
- Team wins regular season Conference Championship, and plays in Post-season Bowl game; Coach shall earn $25,000 supplemental compensation.
- Team does not win Conference Championship, but plays in Post-season Bowl game, Coach shall earn $15,000 supplemental compensation.
- Post-season Bowl victory; Coach shall earn $10,000 supplemental compensation.
- Supplemental compensation of $10,000 if football team earns a GPA of 2.8 or above if team academic performance report (APR) is above 930.
- Supplemental compensation of $10,000 if football team graduation success rate exceeds 60% if team academic performance report (APR) is above 930.
- Coach of the Year within Sun Belt Conference or Louisiana’s Coach of the Year; Coach shall earn a $10,000 supplemental payment, not to exceed $20,000.
- National Coach of the Year; Coach shall earn $20,000 supplemental compensation.
- Maximum of $40,000 supplemental compensation if Coach recognized as Sun Belt Conference Coach of the Year, Louisiana’s Coach of the Year, and National Coach of the Year.
- Supplemental compensation of $10,000 if average football paid attendance for home games in a season equals or exceeds 20,000 or paid season tickets for the year equals or exceeds 15,000.
- 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.
- Coach shall earn $100,000 upon execution of this amended agreement.
- University shall deposit $50,000 to an interest-bearing annuity on Coach’s behalf at the end of each year of the contract term.
Executive Summary
April 24, 2012
Page 2

- Coach shall be provided the use of a vehicle provided by a dealership or a car allowance of $6,000 per year paid in equal monthly installments.

If the University terminates this agreement without just cause prior to the expiration of its term, liquidated damages are as follows:

- Termination prior to December 31, 2012; University shall pay remaining base salary and premium benefit due in that year plus $2,000,000.
- Termination prior to December 31, 2013; University shall pay remaining base salary and premium benefit due in that year plus $1,500,000.
- Termination prior to December 31, 2014; University shall pay remaining base salary and premium benefit due in that year plus $1,000,000.
- Termination prior to December 31, 2015; University shall pay remaining base salary and premium benefit due in that year plus $500,000.
- Termination prior to December 31, 2016; University shall pay remaining base salary and premium benefit due in that year.
- Liquidated damages for any amounts due for the year which comes due during the University’s current fiscal year ending June 30 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.
- 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 the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the University for liquidated damages as follows:

- Termination prior to December 13, 2012; Coach shall pay University $750,000.
- Termination prior to December 13, 2013; Coach shall pay University $450,000.
- Termination prior to December 13, 2014; Coach shall pay University $250,000.
- Termination prior to December 13, 2015; Coach shall pay University $200,000.

The University and the University of Louisiana at Lafayette Foundation each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System does hereby approve University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2012.
April 4, 2012

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

Dear Dr. Moffett:

This is to request approval of a revised contract between the University of Louisiana at Lafayette and Coach Mark Hudspeth, Head Football Coach.

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

Sincerely,

E. Joseph Savoie  
President

jl
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this ___ day of January, 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 Mark Hudspeth ("Coach").

WITNESSETH

1. EMPLOYMENT

The University does hereby employ Coach as Head Football 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 football 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 Football 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 Football 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 (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 football coaches, student-athlete members of the football team, graduate assistants, and football 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 football coaches, student-athlete members of the football team, graduate assistants, and football 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 football team. He will be actively involved in the academic performance of student-athlete members of the football 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. Such appearances shall not unreasonably conflict with Coach's primary duties as Head Football 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 (60) months, commencing January 1, 2012,
and ending December 31, 2016 ("Term").

4. BASE SALARY
The University agrees to pay Coach an annual salary of One Hundred and
Seventy-Five Thousand and No/100 Dollars ($175,000.00) payable in equal
monthly installments of Fourteen Thousand Five Hundred Eighty-Three and
33/100 Dollars ($14,583.33).

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
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 Five Hundred and Seventy Five Thousand and No/100
Dollars ($575,000.00) annually to be paid in equal monthly installments of Forty
Seven Thousand Nine Hundred Sixteen and 66/100 Dollars ($47,916.66), for the
period from January 1, 2012 to December 31, 2016. Payment of this premium
benefit is contingent upon Coach making reasonable efforts to appear on radio
and television programs during the football 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 post game shows and coach's shows during the football 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 Football 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 Director except routine news media interviews for which no compensation is received. Coach may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with 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 football coaches in
the promotion and production of similar programs at other Division I FBS institutions. The University recognizes that his primary duties as Head Football 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 Football Coach.

7. SUPPLEMENTAL COMPENSATION

During his employment as Coach of the University's football team, Coach will have the opportunity to 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 for from University of Louisiana at Lafayette Foundation Athletic Fund accounts. Unless Coach has been suspended or notified that his employment 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.

A. For each home football game, Coach shall be entitled to a total of twenty-five (25) tickets per home game for personal use on a best available basis on the home side of the field. Coach shall also be entitled to a total of up to three hundred (300) tickets for use in promoting and marketing the football program. For each away football game, Coach shall be entitled to tickets on an availability basis.
B. In addition to his salary, Coach shall receive supplemental compensation for the following accomplishments the University's football team attains in a year during the Term of this Agreement:

1. Twenty-Five Thousand and No/100 ($25,000.00) Dollars if the team wins the regular season Conference Championship, and plays in a post-season Bowl game.

2. Fifteen Thousand and No/100 ($15,000.00) Dollars if the team does not win the Conference Championship, but plays in a post-season Bowl game.

3. Ten Thousand and No/100 ($10,000) Dollars if the team wins a post-season Bowl game.

C. In addition to his salary, Coach shall receive a supplemental compensation of:

1. Ten Thousand and No/100 ($10,000.00) Dollars should the football team earn an annual academic grade point average of 2.8 or above as reported to the Sun Belt Conference. If the University has been notified that the football team has a cumulative average below 930 on the Academic Performance Report (APR), the supplemental compensation in this section will not be paid.

2. Ten Thousand and No/100 ($10,000.00) Dollars should the graduation success rate of the football team as reported by the NCAA exceed sixty (60%) percent. If the University has been notified that the football team has a cumulative average below 930
on the Academic Performance Report (APR), the supplemental compensation in this section will not be paid.

D. For being recognized as Sun Belt Conference Coach of the Year or Louisiana's Coach of the Year, the University shall pay the Coach supplemental compensation of Ten Thousand and No/100 ($10,000.00) Dollars. The maximum bonus Coach may earn under this provision is Twenty Thousand and No/100 ($20,000.00) Dollars.

For being recognized National Coach of the Year, the University shall pay the Coach supplemental compensation of Twenty Thousand and No/100 ($20,000.00) Dollars. This supplemental compensation is expressly limited to those awards bestowed by the Conference or AFCA or Associated Press. Any other award bestowed by any other entity shall not result in supplemental compensation to the Coach unless in the sole discretion and judgment of the University, such supplemental compensation is warranted. The maximum bonus Coach may earn under this provision is Twenty Thousand and No/100 ($20,000.00) Dollars.

The maximum bonus Coach may earn under this clause is Forty Thousand and No/100 ($40,000.00) Dollars. For example, if Coach was recognized as Sun Belt Conference Coach of the Year, Louisiana's Coach of the Year, and National Coach of the Year, Coach would be entitled to Forty Thousand and No/100 ($40,000.00) Dollars.

E. Should average football paid attendance for home games in a season during the Term of this Agreement equal or exceed twenty thousand (20,000) or
paid season tickets for the year equal or exceed fifteen thousand (15,000),
the University shall pay the Coach supplemental compensation of Ten
Thousand and No/100 ($10,000.00) Dollars.

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 the prior
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. SIGNING COMPENSATION
University shall pay Coach compensation in the amount of One Hundred
Thousand and No/100 ($100,000) Dollars upon the execution of this Agreement.
Said compensation shall be paid from University of Louisiana at Lafayette
Foundation Athletic Fund Accounts.
10. RETENTION INCENTIVE PAYMENTS

At the end of each year of the Term (e.g., January 1, 2012-December 31, 2012) the University shall deposit the sum of Fifty Thousand and No/100 ($50,000.00) Dollars to an interest bearing annuity established by the University.

A. The total sum accrued in said annuity, including interest, shall become due and payable to Coach only upon his successful completion of the full Term. Said contributions shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts. In the event the annuity becomes due and payable to Coach, the University agrees to work with Coach in good faith to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.

B. In the event that the University terminates this Agreement with cause, or the Coach terminates the Agreement without cause, prior to December 31, 2016, the University shall retain said annuity and have no further obligation to Coach under this provision.

C. In the event that the University terminates the Agreement without cause prior to October 15, 2016, the University shall pay to Coach $50,000 per year for each year Coach remained in his position prior to said termination, with any partial years being prorated. Said contributions shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.
11. 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 football 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.

12. 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 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).

13. APPAREL, EQUIPMENT ENDORSEMENTS

The University 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 Director 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.

14. AUTOMOBILE ALLOWANCE

Coach shall be provided the use of a 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 Athletic Fund accounts, 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 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 (1/1/2012 – 12/31/2012) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Two Million and 00/100 ($2,000,000) Dollars.

2. If the University terminates this Agreement in the second year of this Agreement (1/1/2013 – 12/31/2013) the University shall pay Coach
the remaining base salary plus Contingent Premium Benefit due in that year plus One Million, Five Hundred Thousand and 00/100 ($1,500,000) Dollars.

3. If the University terminates this Agreement in the third year of this Agreement (1/1/2014 – 12/31/2014) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus One Million and 00/100 ($1,000,000) Dollars.

4. If the University terminates this Agreement in the fourth year of this Agreement (1/1/2015 – 12/31/2015) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Five Hundred Thousand and 00/100 ($500,000) Dollars.

5. If the University terminates this Agreement in the fifth year of this Agreement (1/1/2016 – 12/31/2016) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year.

6. Liquidated damages for any 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. The University may, at its sole option, pay the amount of liquidated damages in lump sum within sixty (60) days from the effective date of termination or the University may pay the amount in equal monthly payments. The amount of monthly payments shall equal Coach’s Base
Salary plus Contingent Premium Benefits on the effective date of termination. These liquidated damages shall be in addition to any amounts previously earned by Coach but not yet paid.

B. 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.

C. 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.

D. 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.

E. 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.

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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 Football Coach.

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 (1/1/2012 – 12/31/2012) Coach shall pay University Seven Hundred, Fifty Thousand and 00/100 ($750,000) Dollars.

2. If Coach terminates this Agreement in the second year of this Agreement (1/1/2013 – 12/31/2013) Coach shall pay University Four Hundred, Fifty-Thousand and 00/100 ($450,000) Dollars.

3. If Coach terminates this Agreement in the third year of this Agreement (1/1/2014 – 12/31/2014) Coach shall pay University Two Hundred, Fifty Thousand and 00/100 ($250,000) Dollars.
4. If Coach terminates this Agreement in the fourth year of this Agreement (1/1/2015 – 12/31/2015) Coach shall pay University Two Hundred Thousand and 00/100 ($200,000) Dollars.

5. If Coach terminates this Agreement in the fifth year of this Agreement (1/1/2016 – 12/31/2016) 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. For a period of one (1) year after Coach’s termination of this Agreement without cause, Coach shall not contact or otherwise seek to recruit any high school junior or senior or rising junior college athlete that has been contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Coach, or any member of Coach’s staff at any new institution employing Coach, prior to the notice of termination by Coach to the University.

D. Coach’s obligation under Section 15 C with regard to recruiting shall survive the termination of this Agreement and shall continue in full force and effect for all purposes notwithstanding Coach’s termination of this Agreement without cause.

E. If during the term of the Agreement both parties reach a mutual agreement to terminate the Agreement without just cause, neither party shall be liable for liquidated damages.
17. **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.

18. **ACKNOWLEDGMENTS**

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 Football Coach or in any other employment capacity.

19. **AMENDMENT/EXTENSION**

This Agreement may be amended and/or extended by the mutual written consent of the parties.

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 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**
Mark Hudspeth
102 Reinhardt Drive
Lafayette, LA 70506

**With copy to:**
Russ Campbell
Patrick Strong
BALCH SPORTS
P.O. Box 306
Birmingham, AL 35201-0306
IN WITNESS WHEREOF, Coach and the duly authorized representative of University have caused this Agreement to be executed on the dates indicated.

Witnesses:               Approved:

Karen Jeter
Julie Lebow

Melissa Holloway
Janet Haddix

Mark Hudspeth          Scott Farmer
Date                  Date
Head Football Coach    Director of Athletics
University of Louisiana at Lafayette

Julie Lebow
Janet Haddix

Dr. E. Joseph Savoie    4/13/12
Date
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.

BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM
STATE OF LOUISIANA
PARISH OF LAFAYETTE

BETWEEN:
UNIVERSITY OF LOUISIANA AT LAFAYETTE, UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION AND MARK HUDSPETH, HEAD FOOTBALL COACH

AGREEMENT
HEAD FOOTBALL COACH

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Mark Hudspeth, the University Head Football Coach.

1.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the salary of the Head Football Coach in the amount of Five Hundred Seventy Five Thousand and 00/100 ($575,000.00) Dollars, annually, as per paragraph 6 of the Head Coach’s Agreement, with the University of Louisiana at Lafayette and for sums earned pursuant to Section 7 of the Agreement.

2.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Head Football 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 Football Coach as per paragraph 15 of the Agreement.

3.

The University of Louisiana at Lafayette Foundation and Head Football Coach hereby acknowledge that they have been provided a copy of this agreement, and the Agreement between the Head Coach and the University and all agree to be bound by the terms of each agreement.

Entered into this __________ day of ______________, 2012.
Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ___ day of ____________, 2012.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 24, 2012

Item F.9. University of Louisiana System’s report on significant athletic activities for the period February 1 to April 6, 2012.

EXECUTIVE SUMMARY

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

This is a report only and no action by the Board is necessary.
F.9.

UNIVERSITY OF LOUISIANA SYSTEM

SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES

February 1 to April 6, 2012

Grambling State University
Grambling defended its SWAC men’s indoor track and field title. Darwin Price was named track’s Most Outstanding Performer for the second straight year. Bertram Lovell was also named SWAC Coach of the Year.

Quincy Roberts, GSU basketball player, was selected as a guard on the 2012 all-SWAC first team and named Newcomer of the Year.

Major League Baseball hosted its 5th annual MLB Urban Invitational in Houston, Texas on Friday, February 17 - Sunday, February 19, 2012. Grambling, along with four other historically black colleges and universities, were chosen to participate in the tournament: Alabama State University, Prairie View A&M University, Southern University, and Texas Southern University.

Louisiana Tech University
Louisiana Tech’s Men’s and Women’s Track and Field teams combined to win six gold medals and 30 all-conference honors on the final day of the 2012 Western Athletic Conference Indoor Track and Field Championships. Chelsea Hayes was named the WAC Female Field Athlete of the Year and High Point Scorer. Trey Hadnot was named the WAC Male Track Athlete of the Year. In addition, after finishing second in the nation in the long jump at the NCAA Indoor Championships, the U.S. Track & Field and Cross Country Coaches Association named Hayes first team All-America. Hayes also claimed second team honors in the 60m dash while Hadnot was named second team in the 200m.

Chelsea Hayes has qualified for the U.S. Olympic Trials, set two school and conference records, and won the long jump with the world’s best mark of the year at the 85th Annual Clyde Littlefield Texas Relays.

Louisiana Tech senior Trevor Gaskins and freshman Raheem Appleby garnered postseason honors from the Western Athletic Conference in basketball. Gaskins was named to the all-Defensive team and to the honorable mention all-WAC team. Appleby was selected as the conference’s Freshman of the Year and Player of the Year. In addition, the team advanced to the Western Athletic Conference Championship game for the first time in program history, but lost to New Mexico State. Appleby and Gaskins were both named to the all-tournament team.

A trio of Louisiana Tech Lady Techsters earned all-conference accolades as seniors Jasmine Bendolph and Shantale Bramble-Donaldson and freshman Whitney Frazier were honored by a vote of the Western Athletic Conference coaches. Bendolph and Bramble-Donaldson were both named second team all-WAC while Frazier was named to both the league’s all-Freshman team and the WAC all-Defensive team. In addition, the team advanced to the Western Athletic
Conference Championship game, but lost to Fresno State. Jasmine Bendolph was named to the named to the all-tournament team.

For the fifth straight year, Louisiana Tech was the Western Athletic Conference’s winner of the NCAA’s “Pack the House” Challenge – a national effort in which conferences and institutions compete to build attendance at their women’s basketball games.

Soccer Coach, Kevin Sherry, has a unique style of coaching when compared to his counterparts in soccer and other sports. He recently shared his views of coaching with a published article in the Soccer Journal March/April 2012 titled The Culture of Coaching.

McNeese State University
The Women’s Basketball team won its second consecutive Southland Conference Tournament title against Stephen F. Austin. Caitlyn Baggett earned Most Valuable Player honors, along with Ashlyn Baggett and Kendra Wells also making the all-tournament team.

Ashlyn Baggett has been named the Southland Conference Women’s Basketball Student-Athlete of the Year. The honor is the second consecutive for Baggett.

La’Shantena Rounds and Alex Bruce-Littlewood have won Southland Conference indoor track and field athlete honors for the 2012 season. Rounds was named the Women’s Outstanding Field Event athlete and Bruce-Littlewood was selected the Male Newcomer of the Year.

Patrick Richard has been named the 2011-12 Southland Conference Men’s Basketball Player of the Year. Richard was also named to the all-tournament team along with Dontae Cannon. Finally, Richard was named to the National Association of Basketball Coaches Division 1 all-district team.

Outfielder Seth Granger and infielder Renny Weber have been named to the 2012 All-Southland Conference pre-season baseball team.

Nicholls State University
Men’s basketball player Trevon Lewis was named the 2011-12 Southland Conference Freshman of the Year.

KK Babin was named first-team all-academic, as the league office announced the Southland Conference Women’s Basketball All-Academic Teams.

For the first time in program history, two players from the Nicholls State University women’s basketball team were named All-Southland in the same season as sophomore guard KK Babin and senior guard Sumar Leslie garnered second-team honors.

Seth Webster was named the Collegesportsmadness.com Southland Preseason Pitcher of the Year.

Jeremy Hill and Seth Webster of the Nicholls baseball team were named to the 2012 preseason first team All-Southland Conference.
Northwestern State University
The University's athletics program has been certified by the NCAA Division I Committee on Athletics Certification, maintaining NSU's perfect record since the process was adopted in 1993. Northwestern State was one of 13 Division I institutions to be designated recently as certified, which indicates the university operates its athletics program in compliance with operating principles adopted by the Division I membership.

Senior basketball guard, Jordi James, is one of five players to be named to the 2012 Southland Conference All-Academic First Team. Jones compiled a 3.41 grade point average in biology and is expected to earn her degree this May.

Men's Basketball Coach, Mike McConathy, received the 2012 National Association of Basketball Coaches Guardians of the Game Pillar Award for Education during the NCAA Final Four weekend. It is among the most prestigious awards presented by the NABC, representing one of the four core values of the Guardians of the Game program — education, leadership, advocacy, and service.

Kelee Grimes is making her mark on and off the softball field at Northwestern State. On the field, Grimes, a former Pineville star, has become one of the Lady Demons' top pitchers as a senior. Off the field, there was even better news. Grimes is among 26 recipients to earn an Ethnic Minority and Women's Enhancement Scholarship awarded by the NCAA. The scholarship will be worth $6,000 to be used toward earning a master's degree.

Senior Will Mosley became only the sixth Demon basketball player in 25 years of Southland Conference competition to earn first-team All-SLC honors. Mosley was also named to the Collegesportsmadness.com 20-member All-Mid Major Team. Finally, Mosley, who finished his career as the fifth all-time leading shot blocker in NCAA Division I basketball history, was a first-team selection on the National Association of Basketball Coaches' All-District 23 team, comprised of players from the Southland and Southwestern Athletic conference.

Pitcher Mason Melotakis has been named the top Major League Baseball Draft prospect in the Southland Conference by Baseball America. He was also named the conference's preseason Pitcher of the Year.

Designated hitter/pitcher Colin Bean and pitcher Joe Scano have been named to the 2012 preseason All-Southland Conference baseball team.

Southeastern Louisiana University
Three Southeastern athletes won individual titles at the Southland Conference Indoor Championships: Shannon Grover - Men's 200-meter dash; Michelle Ogashi - Women's triple jump; and Brittany Pfantz - Women's pole vault.

Onochie Ochie was one of 10 players named to the 2012 Academic All-Southland Conference second team.

Philipp Westermann fired a 1-under par 71 to claim his school-record tying fourth individual tournament championship, and the Lions' golf team finished second overall at the Carter Plantation Intercollegiate.
Stefan Lopez has been named to the National Collegiate Baseball Writers Association's preseason Stopper of the Year Watch List.

In a preseason poll, the baseball coaches in the Southland Conference picked Southeastern to finish second in conference play during the 2012 season.

**University of Louisiana at Lafayette**
Jasmine Manuel received first team All-American honors from the U.S. Track & Field and Cross Country Coaches Association. Joining Manuel (long jump) in earning All-American honors at the NCAA Indoor Championships was Albert Fourrètte (shot put) and Chris Roy (pole vault) who were both second team All-Americans.

Five individual championships and a pair named outstanding performer were the highlights for the Ragin' Cajuns Men's and Women's track and field squads at the 2012 Sun Belt Conference Indoor Track and Field Championships. Jasmine Manuel was named the Women's Most Outstanding Field Performer while Sander Maes took home Men's Most Outstanding Freshman honors.

The NCAA announced that the UL football team had the top attendance increase for the 2011 season. The team had an average increase of 11,788 per game setting both the Sun Belt Conference average and total attendance record and the UL average attendance record.

Christi Orgeron has another preseason nomination to add to her list. After being selected as the Sun Belt's Preseason Player of the Year, the senior was named to ESPN.com's 2012 Preseason All-America First Team.

**University of Louisiana at Monroe**
The National Collegiate Athletic Association has approved a waiver submitted by the University to reinstate eligibility for participation in postseason competition of men's basketball for the 2012-13 season, while the full allotment of scholarships has also been restored.

In Women's Golf, Lina Lagergren won the USA Women's Invitational and Ali Lucas won the Claud Jacobs Challenge.

The track and field teams opened the outdoor season with six titles at the Southern Miss Invitational. The men picked up four victories, while the women picked up two wins. In addition, the team picked up five titles at the Leon Johnson NSU Invitational.

Infielder Caleb Clowers has been named to the Preseason All-Sun Belt Conference baseball team.

**University of New Orleans**
President Peter J. Fox announced that UNO's athletic program will remain NCAA Division I, instead of transitioning to Division II.

The Men’s Tennis team recorded what is believed to be the best academic semester in school history. The 3.705 grade-point average in the fall semester was bolstered by four student-athletes who posted perfect 4.0 GPAs. In addition, the Women’s Tennis team combined for a 3.341 GPA in the fall with one student-athlete having a 4.0 GPA.