A. Call to Order

B. Roll Call

C. Invocation

D. Approval of August 21, 2012 Meeting Minutes.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request for approval to offer the Master of Science degree program in Criminal Justice effective Fall 2013.

2. McNeese State University’s request for approval to reinstate the Education Specialist degree program in Educational Leadership effective Spring 2013.

3. McNeese State University’s request for approval to eliminate the Associate of Science degree program in Computer Information Technology effective June 1, 2013.


5. Nicholls State University’s request for approval to award an Honorary Doctor of Commerce (D.Com.) degree to Michael Voisin at the Fall Commencement Exercises.

6. Northwestern State University’s request for approval to change the name of the College of Education and Human Development to Gallaspy (Family) College of Education and Human Development.

** 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.
7. **Southeastern Louisiana University**’s request for approval (1) to merge the Department of Counseling and Human Development with the Department of Communication Sciences and Disorders to form the new Department of Health and Human Sciences effective Spring 2013 and (2) to rename the College of Education and Human Development to the College of Education effective Spring 2013.

8. **University of New Orleans**’ request for approval to award an Honorary Doctor of Business Administration to Henry Bernstein at the Fall Commencement Exercises.

9. **University of New Orleans**’ request for approval of revised statements of Role, Scope, and Mission.

10. **University of Louisiana System**’s request, on behalf of its nine institutions, for approval of a Memorandum of Understanding (MOU) among the nine institutions for the operation of the collaborative B.A. in Organizational Leadership Online Consortium Program.

11. Other Business

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F. **REPORT OF ATHLETIC COMMITTEE**

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

2. **McNeese State University**’s request for approval of a contractual agreement with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2012.

3. **McNeese State University**’s request for approval of a contractual agreement with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2012.

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

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

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

8. **University of New Orleans**’ request for approval of a contractual agreement with Ms. Keeshawn Carter, Head Women’s Basketball Coach, effective July 1, 2012.

9. **University of New Orleans**’ request for approval of a contractual agreement with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2012.
10. University of New Orleans’ request for approval of a contractual agreement with Ms. Kim Young-Buford, Head Women’s Volleyball Coach, effective September 1, 2012.

11. University of New Orleans’ request for approval of its Complimentary Ticket Policy.

12. University of Louisiana System’s report of significant athletic activities for the period of August 9 to October 8, 2012.

13. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System’s report on internal and external audits submitted for the period of August 9 to October 8, 2012.

2. Other Business

H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Grambling State University’s request for approval to name property acquired through Act 236 of 2012 the Grambling State University West Campus: R.W.E. Jones Annex.

2. Grambling State University’s request for approval to name the annex of the Washington-Johnson Complex the Allen Williams Annex.

3. Grambling State University’s request for approval to name the President’s house Johnson Place.

4. Louisiana Tech University’s request for approval of a Ground Lease with the Louisiana Tech University Foundation to begin the improvements to the Softball Complex.

5. McNeese State University’s request for approval to extend the Land Lease Exhibit 1 of the Local Services Agreement for the construction of the Southwest Louisiana Entrepreneurial and Economic Development Center (SEED).

6. Nicholls State University’s request for approval to lease the Dr. J.J. Ayo Pool to Crawfish Aquatics, L.L.C. to provide for improvements.

7. Other Business

I. REPORT OF FINANCE COMMITTEE

1. Louisiana Tech University’s request for approval of an amendment to the previously approved Bond Resolution for the refunding and issuance of the new Series 2012 Bonds.

2. Nicholls State University’s request for approval to enter into a Memorandum of Understanding (MOU) with the Friends of the Louisiana Center for Women and Government.
3. **Nicholls State University**’s request for approval to implement a unique fee structure for the Nicholls Online Program.

4. **University of Louisiana** System’s request, on behalf of its nine institutions, for approval of student contract for a package price for the B.A. in Organizational Leadership.

5. **University of Louisiana** System’s report on the *Policy and Procedures Memorandum (PPM) Tenured Faculty-Strategic Reduction Initiative FS-III.11 G.-Ia* for the fiscal year 2012-2013.

6. **University of Louisiana** System’s discussion of Fiscal Year 2011-12 fourth quarter financial reports and ongoing assurances.

7. **University of Louisiana** System’s report on the year end financial status of alternatively financed projects for the fiscal year ended June 30, 2012.

8. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **Grambling State University**’s request for approval to appoint Dr. Larnell Flannagan as Dean of the College of Education effective August 1, 2012.

K. **SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. Other Business

L. **BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Report of the Louisiana Tech University Presidential Search Committee

3. Report of the UL System Presidential Search Application Review Committee

4. Appointment of Nominating Committee for 2013 Board Officers

5. Other Business

M. Other Business

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

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2015, Coach will earn $109,500 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of $10,000 annually, and Coach shall be entitled to the following incentive compensation, subject to receipt of funds by the University by the Foundation:

- $2,500--Conference Regular Season Championship
- $1,000--Automatic Bid to the NCAA FCS Playoffs or At-Large Bid to the NCAA FCS Playoffs
- $1,000--Each Win in the NCAA FCS Playoffs
- $1,000--Conference Coach of the Year Award
- $1,000--Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for Football
- $500--Nationally televised game on major network
- $2,500--National Coach of the Year
- $10,000--National Championship
- $1,000--NCAA Multi-Year Academic Progress Rate exceeds national average

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the base salary that he would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of $10,000 in year one, and $5,000 in year two, which must be paid within sixty (60) days of departure. There is no penalty after year two.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice.
The University and the McNeese State University Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Men’s Football Coach, effective July 1, 2012.
October 3, 2012

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

Dear Dr. Layzell:

Enclosed are five (5) copies of McNeese State University’s request of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective July 1, 2012.

Please place on the ULS Board of Supervisors’ agenda for consideration and approval at the October 22, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY

CONTRACT OF EMPLOYEE
For Bernard M. Viator

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT, made and entered into as of this ___ day of ___ 2012, by and between McNeese State University (hereinafter "University") represented by Dr. Philip C. Williams (hereinafter "President"), McNeese State University Foundation (hereinafter "Foundation") represented by Richard Reid, and Bernard M. Viator (hereinafter "Coach"), Head Football Coach of McNeese State University.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

1.1 The University does hereby employ Bernard M. Viator as Head Football Coach at McNeese State University, and Bernard M. Viator does hereby accept said employment and agrees to perform all those services pertaining to Head Football Coach as prescribed by the University through the President and the Director of Athletics.

1.2 Coach shall be responsible, and shall report, directly to McNeese State University’s Director of Athletics (hereinafter 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. TERM

2.1 The employment under the terms of this contract shall be for the period July 1, 2012 to June 30, 2015, subject to approval of the University of Louisiana Board of Supervisors.

2.2 The agreement is renewable solely upon an offer from the University and acceptance by Coach, both of which must be in writing, signed by the parties and approved by the Board. This agreement in no way grants Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way towards tenure at the University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of all parties.
3. **BASE SALARY**

3.1 The University shall pay the Coach an annual base salary payable in 12 equal installments as follows:

(a) **First Year of Contract**

One Hundred Nine Thousand, Five Hundred Dollars ($109,500) annually base salary payable in 12 equal installments.

(b) **Second Year of Contract**

One Hundred Nine Thousand, Five Hundred Dollars ($109,500) annually base salary payable in 12 equal installments.

(c) **Third Year of Contract**

One Hundred Nine Thousand, Five Hundred Dollars ($109,500) annually base salary payable in 12 equal installments.

3.2 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of Ten Thousand Dollars ($10,000) in monthly installments of $833.33 for each year of the contract. The funds shall be transferred from the Foundation to the University and paid to Coach Viator through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with any supplement.

3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with section 11.

3.4 Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4. **EMPLOYEE BENEFITS**

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

5. **SUPPLEMENTAL / INCENTIVE COMPENSATION**

5.1 During the time of employment as Head Coach, Coach will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplement / incentives shall be funded by the Foundation and paid through the University payroll. The potential supplements / incentives are as follows:

(a) $ 2,500 Conference Regular Season Championship
$ 1,000 Automatic Bid to the NCAA FCS Playoffs or At-Large Bid to the NCAA FCS Playoffs

$ 1,000 Each Win in the NCAA FCS Playoffs

$ 1,000 Conference Coach of the Year Award

$ 1,000 Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for Football

$ 500 National Televised game on major network (ESPN, CBS, FOX SPORTS, ETC)

$ 2,500 National Coach of the Year

$10,000 National Championship

$1,000 NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the sport(s) national average for Division I public institutions for the reported academic

6. CONTRACTS FOR BROADCAST AND/OR TELECAST

6.1 Coach may host a radio/television show to promote the University's Football Team.

6.2 It is specifically agreed that in the filming or producing of such television shows, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The Coach agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television 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.
7. CAMPS AND CLINICS

7.1 Coach may operate a camp for the teaching of athletic pursuits on 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 University policy.

7.2 It is specifically agreed that in the operation of such camps, Coach acts in private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) 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:

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

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

(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
Bernard M. Viator  
McNeese State University  
Football Contract

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.

8. OUTSIDE INCOME

8.1 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.

8.2 Coach shall report annually in writing to the President through the 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. APPAREL, EQUIPMENT ENDORSEMENTS

9.1 The University shall receive and then pay to Coach any funds for which he is responsible  
in obtaining for the University through 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. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND  
CONFERENCE REGULATIONS

10.1 Coach shall abide by the rules and regulations of the NCAA, Conference and University  
rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall  
be subject to disciplinary or corrective action as set forth in the NCAA enforcement  
procedures (NCAA Constitution 11.2.1.) Coach may be suspended for a period of time,  
without pay, or the employment of Coach may be terminated if Coach is found to be  
personally guilty of deliberate and serious violations of NCAA, Conference and  
University regulations (NCAA Constitution 1.1.2.1).

10.2 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.

11. TERMINATION

11.1 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. Prior to termination of
Coach, University will obtain approval from the President of the University of Louisiana System.

11.2 If COACH terminates this contract for any other reason than becoming employed as a Head Football Coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

11.4 In the event the University terminates the Contract without cause, the Coach shall be entitled to the remainder of the base salary that he would have earned from the effective date of termination to the expiration of the contracted term.

(a) Of the amount described in 11.4, the University shall be responsible for paying amounts due to Coach through June 30th of the fiscal year of termination. Payments due from University shall be due to Coach within 60 days of termination. The Foundation shall be solely responsible for any payments due to Coach beyond June 30th of the fiscal year of termination. The amount that would be payable by funds within the Foundation will be paid to Coach on a monthly basis until the expiration of the contracted term.

(b) If the Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment.

(c) In the event Coach terminates the Contract without cause, Coach would be liable to the University for Liquidated Damages in the amount of $10,000 in year one and $5,000 in year two which must be paid within sixty (60) days of departure. There is no penalty after year two.

11.5 Should Coach’s contract be terminated for just cause, the University and the Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of terminations. Just cause for termination shall include, but not limited to:

(a) Violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

(b) As well as, engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.
12. ASSOCIATE / ASSISTANT COACHES

12.1 The Coach shall have the authority to select the associate / assistant coaches with consent of the Director, President and approval of the Board of Supervisors. Associate / assistant coaches shall be appointed as University Non-Classified employees.

13. FUNDRAISING

13.1 All fundraising activities by Coach must be pre-approved by the Director, or his designee, to ensure that such activities are in line with the mission of the department and in compliance with University policies.

14. PREVIOUS AGREEMENTS

14.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

McNEESE STATE UNIVERSITY

BY: Bernard M. Viator
Head Football Coach

BY: Dr. Philip C. Williams, President
McNeese State University

BY: Thomas H. McClelland, II, Director of Athletics
McNeese State University - Athletics

BY: Richard Reid, Vice President
McNeese Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of ___________ , 20___.

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

Page 7 of 7
STATE OF LOUISIANA
PARISH OF CALCASIEU

McNEESE STATE UNIVERSITY AND
McNEESE STATE UNIVERSITY FOUNDATION
BERNARD M. VIATOR

AGREEMENT
HEAD FOOTBALL COACH
BERNARD M. VIATOR

This is an agreement between the McNeese State University Foundation, McNeese State University, and Bernard M. Viator, the University's Head Football Coach.

1.

The McNeese State University Foundation desires to assist and aid McNeese State University in the employment of the Head Football Coach. To that end, the McNeese State University Foundation agrees to bind itself to pay, solely through funds available in its athletic accounts, any sums which may be due upon the termination of the Head Coach. No other funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Bernard M. Viator through his contract.

2.

The McNeese State University Foundation acknowledges that it has agreed to pay or supplement the salary of Bernard M. Viator while he is Head Football Coach in the amounts listed below:

(a) July 1, 2012, through June 30, 2013, $10,000.00;

(b) July 1, 2013, through June 30, 2014, $10,000.00;

(c) July 1, 2014, through June 30, 2015, $10,000.00.

This compensation through athletic funds of the McNeese State University Foundation is for Bernard M. Viator's role as Head Coach at McNeese State University. Compensation shall come only from funds available through the athletics accounts of the McNeese State University Foundation. No other funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Bernard M. Viator, through this contract.
3.

The McNeese State University Foundation and Head Football Coach hereby acknowledge that they have been provided a copy of this agreement, the Head Coach's contract, and all agree to be bound by the terms of each agreement.

Entered into this 20th day of September, 2012.

[Signatures]

Bernard M. Viator
Head Football Coach

Dr. Philip C. Williams, President
McNeese State University

Thomas H. McClelland, II, Director of Athletics
McNeese State University

Richard Reid, Vice President
McNeese State University Foundation

Robert Davidson, President
McNeese State University Foundation Board

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

SECRETARY OF THE BOARD OF SUPERVISORS  
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
Item F.2.  McNeese State University’s request for approval of a contractual agreement with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2012.

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2015, Coach will earn $85,080 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of $25,000 annually, and Coach shall be entitled to the following incentive compensation, subject to receipt of funds by the University by the Foundation:

- $2,500--Conference Regular Season Championship
- $1,000--Conference Tournament Championship and/or Automatic Bid to the NCAA (NIT) Tournament or At-Large Bid to the NCAA (NIT) Tournament
- $500--Team Participation in Southland Conference Tournament Championship Game
- $1,000--Each win in a National Post Season Tournament
- $1,000--Coach of the Year Award
- $1,000--Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for Men’s Basketball
- $500--Nationally televised game on major network
- $2,500--National Coach of the Year
- $10,000--National Championship
- $1,000--NCAA Multi-Year Academic Progress Rate exceeds national average

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the base salary that he would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of $10,000 in year one, and $5,000 in year two, which must be paid within sixty (60) days of departure. There is no penalty after year two.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice.
The University and the McNeese State University Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contractual agreement with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2012.
October 3, 2012

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

Dear Dr. Layzell:

Enclosed are five (5) copies of McNeese State University's request of a contractual agreement with Mr. Dave Simmons, Head Men's Basketball Coach, effective July 1, 2012.

Please place on the ULS Board of Supervisors' agenda for consideration and approval at the October 22, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY

CONTRACT OF EMPLOYEE

For Dave Simmons

STATE OF LOUISIANA

PARISH OF CALCASIEU

THIS AGREEMENT, made and entered into as of this _ day of __________ 2012, by and between McNeese State University (hereinafter “University”) represented by Dr. Philip C. Williams (hereinafter “President”), McNeese State University Foundation (hereinafter Foundation”) represented by Richard Reid, and Dave Simmons (hereinafter “Coach”), Head Men's Basketball Coach of McNeese State University.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

1.1 The University does hereby employ Dave Simmons as Head Men’s Basketball Coach at McNeese State University, and Dave Simmons does hereby accept said employment and agrees to perform all those services pertaining to Head Men’s Basketball Coach as prescribed by the University through the President and the Director of Athletics.

1.2 Coach shall be responsible, and shall report, directly to McNeese State University’s Director of Athletics (hereinafter 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. TERM

2.1 The employment under the terms of this contract shall be for the period July 1, 2012 to June 30, 2015, subject to approval of the University of Louisiana Board of Supervisors.

2.2 The agreement is renewable solely upon an offer from the University and acceptance by Coach, both of which must be in writing, signed by the parties and approved by the Board. This agreement in no way grants Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way towards tenure at the University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of all parties.
3. **BASE SALARY**

3.1 The University shall pay the Coach an annual base salary payable in 12 equal installments as follows:

(a) **First Year of Contract**

Eighty-Five Thousand, Eighty Dollars ($85,080) annually base salary payable in 12 equal installments.

(b) **Second Year of Contract**

Eighty-Five Thousand, Eighty Dollars ($85,080) annually base salary payable in 12 equal installments.

(c) **Third Year of Contract**

Eighty-Five Thousand, Eighty Dollars ($85,080) annually base salary payable in 12 equal installments.

3.2 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of Twenty-Five Thousand Dollars ($25,000) in monthly installments of $2,083.33 for each year of the contract. The funds shall be transferred from the Foundation to the University and paid to Coach Simmons through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with any supplement.

3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with section 11.

3.4 Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4. **EMPLOYEE BENEFITS**

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

5. **SUPPLEMENTAL / INCENTIVE COMPENSATION**

5.1 During the time of employment as Head Coach, Coach will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplement / incentives shall be funded by the Foundation and paid through the University payroll. The potential supplements / incentives are as follows:

(a) $ 2,500 Conference Regular Season Championship
Dave Simmons
McNeese State University
Men’s Basketball Contract

(b) $1,000 Conference Tournament Championship and/or Automatic Bid to the
NCAA (NIT) Tournament or At-Large Bid to the NCAA (NIT) Tournament

(c) $500 Team Participation in Southland Conference Tournament
    Championship Game

(d) $1,000 Each Win in a National Post Season Tournament

(e) $1,000 Conference Coach of the Year Award

(f) $1,000 Student-Athlete receiving the Southland Conference Student-Athlete of
    the Year Award for their particular sport

(g) $500 National Televised game on major network (ESPN, CBS, FOX
    SPORTS, ETC)

(h) $2,500 National Coach of the Year

(i) $10,000 National Championship

(j) $1,000 NCAA Multi-Year (Four-Year Rolling Average) Academic Progress
    Rate (APR) exceeds the sport(s) national average for Division I public
    institutions for the reported academic

6. **CONTRACTS FOR BROADCAST AND / OR TELECAST**

6.1 Coach may host a radio/television show to promote the University Men’s Basketball
Team.

6.2 It is specifically agreed that in the filming or producing of such television shows, Coach
acts for himself in his private capacity and not as an agent or employee of the University
and that this agreement constitutes merely a license to use the property and facilities
subject to the conditions hereafter stated.

(a) The Coach agrees to pay the University all out-of-pocket costs incurred by the
University in the filming or production of the television 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.

7. CAMPS AND CLINICS

7.1 Coach may operate a camp for the teaching of athletic pursuits on 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 University policy.

7.2 It is specifically agreed that in the operation of such camps, Coach acts in private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) 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:

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

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

(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
8. OUTSIDE INCOME

8.1 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.

8.2 Coach shall report annually in writing to the President through the 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. APPAREL, EQUIPMENT ENDORSEMENTS

9.1 The University shall receive and then pay to Coach any funds for which he is responsible in obtaining for the University through 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. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

10.1 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).

10.2 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.
11.** TERMINATION**

11.1 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. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

11.2 If COACH terminates this contract for any other reason than becoming employed as a Head Men’s Basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

11.4 In the event the University terminates the Contract without cause, the Coach shall be entitled to the remainder of the base salary that he would have earned from the effective date of termination to the expiration of the contracted term.

(a) Of the amount described in 11.4, the University shall be responsible for paying amounts due to Coach through June 30th of the fiscal year of termination. Payments due from University shall be due to Coach within 60 days of termination. The Foundation shall be solely responsible for any payments due to Coach beyond June 30th of the fiscal year of termination. The amount that would be payable by funds within the Foundation will be paid to Coach on a monthly basis until the expiration of the contracted term.

(b) If the Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment.

(c) In the event Coach terminates the Contract without cause, Coach would be liable to the University for Liquidated Damages in the amount of $10,000 in year one and $5,000 in year two which must be paid within sixty (60) days of departure. There is no penalty after year two.

11.5 Should Coach’s contract be terminated for just cause, the University and the Foundation 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 limited to:

(a) Violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

(b) As well as, engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Men’s Basketball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.
Dave Simmons  
McNeese State University  
Men's Basketball Contract

12. ASSOCIATE / ASSISTANT COACHES

12.1 The Coach shall have the authority to select the associate / assistant coaches with consent of the Director, President and approval of the Board of Supervisors. Associate / assistant coaches shall be appointed as University Non-Classified employees.

13. FUNDRAISING

13.1 All fundraising activities by Coach must be pre-approved by the Director, or his designee, to ensure that such activities are in line with the mission of the department and in compliance with University policies.

14. PREVIOUS AGREEMENTS

14.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

McNeese State University

BY:  
Dave Simmons  
Head Men's Basketball Coach

BY:  
Dr. Philip C. Williams, President  
McNeese State University

BY:  
Thomas H. McClelland, II, Director of Athletics  
McNeese State University - Athletics

BY:  
Richard Reid, Vice President  
McNeese Foundation

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

SECRETARY OF THE BOARD OF SUPERVISORS  
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
STATE OF LOUISIANA
PARISH OF CALCASIEU

McNEEESE STATE UNIVERSITY AND
McNEEESE STATE UNIVERSITY FOUNDATION
DAVE SIMMONS

AGREEMENT
HEAD MEN’S BASKETBALL COACH
DAVE SIMMONS

This is an agreement between the McNeese State University Foundation, McNeese State University, and Dave Simmons, the University’s Head Men’s Basketball Coach.

1.

The McNeese State University Foundation desires to assist and aid McNeese State University in the employment of the Head Men’s Basketball Coach. To that end, the McNeese State University Foundation agrees to bind itself to pay, solely through funds available in its athletic accounts, any sums which may be due upon the termination of the Head Coach. No other funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Dave Simmons through his contract.

2.

The McNeese State University Foundation acknowledges that it has agreed to pay or supplement the salary of Dave Simmons while he is Head Men’s Basketball Coach in the amounts listed below:

(a) July 1, 2012, through June 30, 2013, $25,000.00;

(b) July 1, 2013, through June 30, 2014, $25,000.00;

(c) July 1, 2014, through June 30, 2015, $25,000.00.

This compensation through athletic funds of the McNeese State University Foundation is for Dave Simmons’ role as Head Coach at McNeese State University. Compensation shall come only from funds available through the athletics accounts of the McNeese State University Foundation. No other funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Dave Simmons, through this contract.

3.
The McNeese State University Foundation and Head Men's Basketball Coach hereby acknowledge that they have been provided a copy of this agreement, the Head Coach's contract, and all agree to be bound by the terms of each agreement.

Entered into this 21st day of Sept 2012.

David Simmons
Head Men's Basketball Coach

Dr. Philip C. Williams, President
McNeese State University

Thomas H. McClelland, II, Director of Athletics
McNeese State University

Richard Reid, Vice President
McNeese State University Foundation

Robert Davidsón, President
McNeese State University Foundation Board

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of _____________, 20___.

SECRETARY OF THE BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
Item F.3. **McNeese State University**’s request for approval of a contractual agreement with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2012.

**EXECUTIVE SUMMARY**

Under this three-year agreement, through June 30, 2015, Coach will earn $66,253 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of $25,000 annually, and Coach shall be entitled to the following incentive compensation, subject to receipt of funds by the University by the Foundation:

- $2,500--Conference Regular Season Championship
- $1,000--Conference Tournament Championship and/or Automatic Bid to the NCAA (NIT) Tournament or At-Large Bid to the NCAA (NIT) Tournament
- $500--Team Participation in Southland Conference Tournament Championship Game
- $1,000--Each win in a National Post Season Tournament
- $1,000--Conference Coach of the Year Award
- $1,000--Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for Women’s Basketball
- $500--Nationally televised game on major network
- $2,500--National Coach of the Year
- $10,000--National Championship
- $1,000--NCAA Multi-Year Academic Progress Rate exceeds national average

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the base salary that she would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of $10,000 in year one, and $5,000 in year two, which must be paid within sixty (60) days of departure. There is no penalty after year two.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency.
Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contractual agreement with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2012.
October 3, 2012

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

Dear Dr. Layzell:

Enclosed are five (5) copies of McNeese State University’s request of a contractual agreement with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2012.

Please place on the ULS Board of Supervisors’ agenda for consideration and approval at the October 22, 2012 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY

CONTRACT OF EMPLOYEE
For Brooks Donald-Williams

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT, made and entered into as of this day of 2012, by and between McNeese State University (hereinafter “University”) represented by Dr. Philip C. Williams (hereinafter “President”), McNeese State University Foundation (hereinafter “Foundation”) represented by Richard Reid, and Brooks Donald-Williams (hereinafter “Coach”), Head Women’s Basketball Coach of McNeese State University.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

1.2 Coach shall be responsible, and shall report, directly to McNeese State University’s Director of Athletics (hereinafter 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. TERM

2.1 The employment under the terms of this contract shall be for the period July 1, 2012 to June 30, 2015, subject to approval of the University of Louisiana Board of Supervisors.

2.2 The agreement is renewable solely upon an offer from the University and acceptance by Coach, both of which must be in writing, signed by the parties and approved by the Board. This agreement in no way grants Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way towards tenure at the University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of all parties.
3. BASE SALARY

3.1 The University shall pay the Coach an annual base salary payable in 12 equal installments as follows:

(a) First Year of Contract

Sixty-Six Thousand Two Hundred, Fifty-Three Dollars ($66,253) annually base salary payable in 12 equal installments.

(b) Second Year of Contract

Sixty-Six Thousand Two Hundred, Fifty-Three Dollars ($66,253) annually base salary payable in 12 equal installments.

(c) Third Year of Contract

Sixty-Six Thousand Two Hundred, Fifty-Three Dollars ($66,253) annually base salary payable in 12 equal installments.

3.2 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of Twenty-Five Thousand Dollars ($25,000) in monthly installments of $2,083.33 for each year of the contract. The funds shall be transferred from the Foundation to the University and paid to Coach Donald-Williams through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with any supplement.

3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with section 11.

3.4 Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4. EMPLOYEE BENEFITS

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

5. SUPPLEMENTAL / INCENTIVE COMPENSATION

5.1 During the time of employment as Head Coach, Coach will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplement / incentives shall be funded by the Foundation and paid through the University payroll. The potential supplements / incentives are as follows:

(a) $ 2,500 Conference Regular Season Championship
Brooks Donald-Williams
McNeese State University
Women’s Basketball Contract

(b) $1,000 Conference Tournament Championship and/or Automatic Bid to the NCAA (NIT) Tournament or At-Large Bid to the NCAA (NIT) Tournament

(c) $500 Team Participation in Southland Conference Tournament Championship Game

(d) $1,000 Each Win in a National Post Season Tournament

(e) $1,000 Conference Coach of the Year Award

(f) $1,000 Student-Athlete receiving the Southland Conference Student-Athlete of the Year Award for their particular sport

(g) $500 National Televised game on major network (ESPN, CBS, FOX SPORTS, ETC)

(h) $2,500 National Coach of the Year

(i) $10,000 National Championship

(j) $1,000 NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the sport(s) national average for Division I public institutions for the reported academic

6. CONTRACTS FOR BROADCAST AND / OR TELECAST

6.1 Coach may host a radio/television show to promote the University Women’s Basketball Team.

6.2 It is specifically agreed that in the filming or producing of such television shows, Coach acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The Coach agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television 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.

7. CAMPS AND CLINICS

7.1 Coach may operate a camp for the teaching of athletic pursuits on 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 University policy.

7.2 It is specifically agreed that in the operation of such camps, Coach acts in private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) 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:

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

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

(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.

8. OUTSIDE INCOME

8.1 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.

8.2 Coach shall report annually in writing to the President through the 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. APPAREL, EQUIPMENT ENDORSEMENTS

9.1 The University shall receive and then pay to Coach any funds for which he is responsible in obtaining for the University through 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. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

10.1 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).

10.2 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.
TERMINATION

11.1 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. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

11.2 If COACH terminates this contract for any other reason than becoming employed as a head Women’s Basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

11.4 In the event the University terminates the Contract without cause, the Coach shall be entitled to the remainder of the base salary that she would have earned from the effective date of termination to the expiration of the contracted term.

(a) Of the amount described in 11.4, the University shall be responsible for paying amounts due to Coach through June 30th of the fiscal year of termination. Payments due from University shall be due to Coach within 60 days of termination. The Foundation shall be solely responsible for any payments due to Coach beyond June 30th of the fiscal year of termination. The amount that would be payable by funds within the Foundation will be paid to Coach on a monthly basis until the expiration of the contracted term.

(b) If the Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment.

(c) In the event Coach terminates the Contract without cause, Coach would be liable to the University for Liquidated Damages in the amount of $10,000 in year one and $5,000 in year two which must be paid within sixty (60) days of departure. There is no penalty after year two.

11.5 Should Coach’s contract be terminated for just cause, the University and the Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of terminations. Just cause for termination shall include, but not limited to:

(a) Violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

(b) As well as, engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Basketball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.
12. ASSOCIATE / ASSISTANT COACHES

12.1 The Coach shall have the authority to select the associate / assistant coaches with consent of the Director, President and approval of the Board of Supervisors. Associate / assistant coaches shall be appointed as University Non-Classified employees.

13. FUNDRAISING

13.1 All fundraising activities by Coach must be pre-approved by the Director, or his designee, to ensure that such activities are in line with the mission of the department and in compliance with University policies.

14. PREVIOUS AGREEMENTS

14.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

McNEESE STATE UNIVERSITY

BY:
BROOKS DONALD-WILLIAMS,
Head Women's Basketball Coach

BY:
Dr. Philip C. Williams, President
McNeese State University

BY:
Thomas H. McClelland, II, Director of Athletics
McNeese State University - Athletics

BY:
Richard Reid, Vice President
McNeese Foundation

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

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

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STATE OF LOUISIANA                  McNEESE STATE UNIVERSITY AND
PARISH OF CALCASIEU                  McNEESE STATE UNIVERSITY FOUNDATION
                                      BROOKS DONALD-WILLIAMS

AGREEMENT
HEAD WOMEN'S BASKETBALL COACH
BROOKS DONALD-WILLIAMS

This is an agreement between the McNeese State University Foundation, McNeese State University, and Brooks Donald-Williams, the University’s Head Women’s Basketball Coach.

1. The McNeese State University Foundation desires to assist and aid McNeese State University in the employment of the Head Women’s Basketball Coach. To that end, the McNeese State University Foundation agrees to bind itself to pay, solely through funds available in its athletic accounts, any sums which may be due upon the termination of the Head Coach. No other funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Brooks Donald-Williams through her contract.

2. The McNeese State University Foundation acknowledges that it has agreed to pay or supplement the salary of Brooks Donald-Williams while she is Head Women’s Basketball Coach in the amounts listed below:

   (a) July 1, 2012, through June 30, 2013, $25,000.00;

   (b) July 1, 2013, through June 30, 2014, $25,000.00;

   (c) July 1, 2014, through June 30, 2015, $25,000.00.

This compensation through athletic funds of the McNeese State University Foundation is for Brooks Donald-William’s role as Head Coach at McNeese State University. Compensation shall come only from funds available through the athletics accounts of the McNeese State University Foundation. No other
funds of the Foundation, restricted or unrestricted, may be used for payment of any monies owed to Brooks Donald-Williams, through this contract.

3.

The McNeese State University Foundation and Head Women’s Basketball Coach hereby acknowledge that they have been provided a copy of this agreement, the Head Coach’s contract, and all agree to be bound by the terms of each agreement.

Entered into this 21st day of Sept 2012

Brooks Donald-Williams
Head Women’s Basketball Coach

Dr. Philip C. Williams, President
McNeese State University

Thomas H. McClelland, II, Director of Athletics
McNeese State University

Richard Reid, Vice President
McNeese State University Foundation

Robert Davidson, President
McNeese State University Foundation Board

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

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

ATHLETIC COMMITTEE

October 23, 2012

Item F.4. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.

EXECUTIVE SUMMARY

In April 2012 the Head Women’s Soccer Coach and the University entered into a contractual agreement. The University is now requesting that the Coach receive a cell phone allowance of $70 per month provided by the NSU Foundation. In addition, Coach shall receive a vehicle stipend of $500 per month provided by the NSU Foundation on an as funds available basis.

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 an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.
October 4, 2012

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

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

Dear Dr. Layzell:

Northwestern State University is submitting the attached contract amendment for Head Women’s Soccer Coach - George Van Linder to be placed on the agenda for the October 2012 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD WOMEN'S SOCCER COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 28th day of September, 2012, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "NSUF"), Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU") and George Van Linder (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective January 19, 2012, whereby NSU agreed to employ and COACH accepted employment as the Head Women's Soccer Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 6.0 shall be amended to include:

   During his employment as COACH of the University's Women's Soccer team, the COACH shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach's NSU Athletic Association fund raising account or from personal funds.

   In addition, a vehicle stipend of $500 per month will be provided through the NSU Foundation on an as funds available basis.

This Amendment is effective January 19, 2012 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

WITNESSES:

[Signatures]

GEORGE VAN LINDER, Head Women's Soccer Coach

[Signatures]

GREGORY S. BURKE, Director of Athletics
BRAD LAIRD, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

DR. TOM LAYZELL, Interim President
University of Louisiana System
Item F.5. Northwestern State University's request for approval of an amendment to a contractual agreement with Mr. Lane Burroughs, Head Men's Baseball Coach, effective July 1, 2012.

EXECUTIVE SUMMARY

In August of 2012 the Head Men's Baseball Coach and the University entered into a contractual agreement. The University is now requesting that the Coach receive a cell phone allowance of $70 per month provided by the NSU Foundation. In addition, Coach will be allowed to obtain a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics.

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 an amendment to a contractual agreement with Mr. Lane Burroughs, Head Men's Baseball Coach, effective July 1, 2012.
October 4, 2012

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

Re: Head Baseball Coach Contract Amendment - Lane Burroughs

Dear Dr. Layzell:

Northwestern State University is submitting the attached contract amendment for Head Baseball Coach - Lane Burroughs to be placed on the agenda for the October 2012 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 28th day of September, 2012, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Thomas Lane Burroughs (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective July 1, 2012, whereby NSU agreed to employ and COACH accepted employment as the Head Baseball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 6.0 shall be amended to include:

   During his employment as COACH of the University's Baseball team, the COACH shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

   In addition, Coach will be allowed to obtain a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics.

This Amendment is effective July 1, 2012 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

WITNESSES:

[Signatures]

THOMAS LANE BURROUGHS, Head Baseball Coach

[Signature]

GRÉGORY S. BURKE, Director of Athletics
BRAD LAIRD, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

DR. TOM LAYZELL, Interim President
University of Louisiana System
Item F.6. Northwestern State University’s request for approval of an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

EXECUTIVE SUMMARY

In April 2012 the Co-Head Women’s Basketball Coach and the University entered into contractual agreement. The University is now requesting that the Coach receive a cell phone allowance of $70 per month provided by the NSU Foundation. In addition, Coach shall receive a vehicle stipend of $700 per month, and an annual $2,000 stipend for participating in pre-game and post-game radio interviews, both provided by the NSU Foundation on an as funds available basis.

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 an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.
October 4, 2012

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

Re: Co-Head Women's Basketball Coaches Contract Amendment - Brooke Stoehr

Dear Dr. Layzell:

Northwestern State University is submitting the attached contract amendment for Co-Head Women's Basketball Coach - Brooke Stoehr to be placed on the agenda for the October 2012 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 28th day of September, 2012, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Brooke Stoehr (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective April 17, 2012, whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Basketball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 6.0 shall be amended to include:

   During her employment as COACH of the University’s Women’s Basketball team, the COACH shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

   A vehicle stipend of $700 per month will be provided through the NSU Foundation on an as funds available basis. In addition, an annual $2,000 stipend for participating in pre- and post-game radio interviews will be provided through the NSU Foundation on an as funds available basis.

This Amendment is effective April 17, 2012 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

WITNESSES:

[Signatures]

BROOKE STOEHR, Co-Head Women’s Basketball Coach

GREGORY S. BURKE, Director of Athletics
BRAD LAIRD, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

DR. TOM LAYZELL, Interim President
University of Louisiana System
Item F.7. **Northwestern State University's** request for approval of an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

**EXECUTIVE SUMMARY**

In April 2012 the Co-Head Women’s Basketball Coach and the University entered into a contractual agreement. The University is now requesting that the Coach receive a cell phone allowance of $70 per month provided by the NSU Foundation.

**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 an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.
October 4, 2012

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

Re: Co-Head Women’s Basketball Coaches Contract Amendment - Scott Stoehr

Dear Dr. Layzell:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach - Scott Stoehr to be placed on the agenda for the October 2012 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHEZ

The Amendment is made and entered into on this 28th day of September, 2012, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Scott Stoehr (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective April 17, 2012, whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Basketball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 6.0 shall be amended to include:

   During his employment as COACH of the University’s Women’s Basketball team, the COACH shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

This Amendment is effective April 17, 2012 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

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

WITNESSES:

SCOTT STOEHR, Co-Head Women’s Basketball Coach

GREGORY S. BURKE, Director of Athletics

BRAD LAIRD, NSU Foundation

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2015, Coach will earn $60,000 annually. Coach shall also be entitled to the following incentive compensation, funded by the Privateer Athletic Foundation:

- $1,000--Conference Regular Season Championship
- $2,500--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- $2,500--Each win in NCAA Tournament
- $5,000--Team advances to the Final Four
- $15,000--NCAA National Championship
- $1,000--Bid to the WNIT Tournament
- $1,000--Each win in WNIT Tournament
- $1,000--Competes in Post Season Tournament other than NCAA or WNIT
- $1,000--Win 60% or more of regular season games and does not participate in Post Season
- $1,000--NCAA Single Year Academic Progress Rate of 950 or greater

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the base salary that she would have earned during the remaining term of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Privateer Athletic Foundation. If Coach should gain other employment during the period of contract, the University is only obligated to pay the difference between Coach’s new salary and contracted annual salary at the University. In the event Coach terminates the agreement without cause to become a head women’s basketball coach, Coach would be liable to the University for liquidated damages in the amount of $10,000, which must be paid within sixty (60) days of departure.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice. Amounts due beyond the current fiscal year will be funded by the Privateer Athletic Foundation.
The University and the Privateer Athletic Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a contractual agreement with Ms. Keeshawn Carter, Head Women’s Basketball Coach, effective July 1, 2012.
October 4, 2012

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

Dear Dr. Layzell:

On behalf of the University of New Orleans, I would like to request that the following additional items be placed on the agenda for the October University of Louisiana System Board Meeting:

**Contracts of Employment (3)**

- Head Coach of Men’s Basketball
- Head Women’s Basketball Coach
- Head Women’s Volleyball Coach

Thank you for your consideration of this request.

Sincerely,

Peter J. Fos  
President  
University of New Orleans
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of July, 2012, between the University of New Orleans and through its President, Dr. Peter J. Fos, the Privateer Athletic Foundation and through its President, Michael Sapera, and Keeshawn Carter (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

1.0 Employment

1.1 The University of New Orleans (the “University”) does hereby employ COACH as head Women’s Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the University of New Orleans Department of Intercollegiate Athletics, 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 Athletic Director.

1.2 COACH shall be responsible, and shall report, directly to the 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 the University’s President.

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

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

2.0  **Term**

2.1  The term of this agreement is for a fixed period of three (3) years, commencing on the 1st day of July, 2012, and terminating without further notice to COACH on the 30th day of June, 2015, unless extended under the terms of this agreement.

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

2.3  This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties.

3.0  **Compensation**

3.1  In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH an annual salary of $60,000, payable on a semi-monthly basis.

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

3.3  The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 11.
4.0 Incentive Compensation/Miscellaneous Benefits

4.1 Tickets: COACH will receive ten (10) women's basketball tickets per season for reserved seating at all UNO home games. COACH will receive four (4) men's basketball and four (4) baseball season tickets per season for admission to all UNO home games.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual bonus incentives. The annual bonus incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. If earned, the annual bonus incentive compensation shall be funded by the Privateer Athletic Foundation and paid through University payroll. The annual incentives are as follows:

4.2.1 Academic Progress: When the women's basketball program achieves a one-year APR (Academic Progress Rate) score of 950 or greater in any academic year of this agreement, COACH will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.

4.2.2 Athletics Success:

4.2.2.1 When the women's basketball team wins a conference regular season championship, COACH will earn a one-time bonus of $1,000. Each full-time assistant coach will earn a one-time bonus of $250. This is applicable to each year of the agreement.

4.2.2.2 When the women's basketball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Women's Basketball Championship Tournament, COACH will earn a one-time bonus of $2,500. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.
For each victory in the NCAA Women's Basketball Championship Tournament, COACH will earn an additional one-time bonus of $2,500. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

When the women's basketball team advances to the FINAL FOUR, COACH will earn a one-time bonus equal to $5,000. Each full-time assistant coach will earn a one-time bonus of $1,500. This is applicable to each year of the agreement.

When the women's basketball team wins the national championship, COACH will earn a one-time bonus equal to $15,000. Each full-time assistant coach will earn a one-time bonus of $2,500. This is applicable to each year of the agreement.

4.2.2.3 When the women's basketball team receives a bid into the post-season Women's National Invitation Tournament (WNIT), COACH will earn a one-time bonus equal to $1,000. For each victory in the post-season Women’s National Invitation Tournament (WNIT), COACH will earn an additional one-time bonus equal to $1,000. Each full-time assistant coach will earn a one-time bonus of $250. This is applicable to each year of the agreement.

4.2.2.5 When the women's basketball team is invited to and competes in a post-season tournament other than the NCAA Women’s Basketball Championship and the Women’s National Invitational Tournament (WNIT), COACH will earn a one-time bonus equal to $1,000. Each full-time assistant coach will receive a one-time bonus of $250. This is applicable to each year of the agreement.
4.2.2.6 When the women’s basketball team wins 60 percent or more of its regular season games and does not participate in a post-season tournament, COACH will earn a one-time bonus of $1,000. Each full-time assistant will earn a one-time bonus of $250.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on 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 University policy.

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

(a) 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:

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

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

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

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball 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.

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

8.0 Endorsements; Apparel, Equipment, Etc.

8.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which she is responsible in obtaining for the University through 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.

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. 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 deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

10.0 Women’s Basketball Staff

10.1 COACH shall have the authority to select unclassified personnel upon
authorization by the Athletic Director and approval by the Board of Supervisors for the
University of Louisiana System.

11.0 Termination

11.1 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. Prior to
termination of COACH, University will obtain approval from the President of the University of
Louisiana System.

11.2 COACH may be terminated by the Athletic Director at any time for misconduct,
substantial and manifest incompetence, violation or gross disregard of state or federal laws, and
deliberate and serious violations of NCAA, conference, or university rules, regulations, policies
or procedures. In the event of such termination, COACH will receive thirty (30) calendar days
notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All
compensation, including salary, benefits and other remuneration incidental to employment, cease
upon termination. The judgment as to whether the conduct of COACH constitutes cause under
this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the
University. No damages shall be due if termination is for just cause.

11.3 The University may at any time, and in its sole discretion, terminate the
employment of COACH for any reason. In the event the University terminates the Contract,
without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. COACH will make every effort mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the contract, University is only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans. 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 solely by the Privateer Athletic Foundation. 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 to become a head women’s basketball coach, COACH would be liable to the University for liquidated damages in the amount of the $10,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a head women’s basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

11.4  COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such
notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination. Amounts due for the year which comes due during the University’s current fiscal year ending June 30\textsuperscript{th} shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation.

12.0 **Fundraising**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his/her designee, to ensure that such activities are in compliance with University policies.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

PaulaPicker

JimmyKeeling

UNIVERSITY OF NEW ORLEANS

BY: KeeshawnCarter
   Head Women’s Basketball Coach

BY: Dr. Peter J. Fox, President
    University of New Orleans

BY: Derek R. Morel, Director of Athletics
    University of New Orleans

BY: Michael Sapera, President
    Privateer Athletic Foundation

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

October 23, 2012

Item F.9. University of New Orleans’ request for approval of a contractual agreement with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2012.

EXECUTIVE SUMMARY

Under this four-year agreement, through June 30, 2016, Coach will earn $104,000 annually. If the contract is not terminated by either party before June 30, 2013, the contract will automatically extend for a period of one year through June 30, 2017. In addition to the salary, Coach will receive an annual supplement of $3,000 for performance of all multi-media obligations, and an additional annual supplement of $3,000 for performance of all public appearance obligations, funded by the Privateer Athletic Foundation. Coach shall also be entitled to the following incentive compensation, funded by the Privateer Athletic Foundation:

- $2,500--Conference Regular Season Championship
- $5,000--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- One-year extension of contract with annual salary of $120,000 (2017-2018)--Conference Tournament Championship, Automatic Bid to the NCAA Tournament, and win a minimum of 60% of games during regular season
- $5,000--Each win in NCAA Tournament
- $10,000--Team advances to the Final Four
- $25,000--NCAA National Championship
- $2,500--Bid to the NIT Tournament
- $2,500--Each win in NIT Tournament
- $2,500--Cumulative paid home attendance equals or exceeds 15,000
- $1,500--Competes in Post Season Tournament other than NCAA or NIT
- $1,500--Win 70% or more of regular season games and does not participate in Post Season
- $2,500--NCAA Single Year Academic Progress Rate of 940 or greater

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the base salary (excluding supplements) that he would have earned during the remaining term of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Privateer Athletic Foundation. If Coach should gain other employment during the period of contract, the University is only obligated to pay the difference between Coach’s new salary and contracted annual salary at the University. In the event Coach terminates the agreement without
cause to accept a Division 1 head coaching position at another institution, Coach would be liable to the University for liquidated damages in the amount of $50,000, which must be paid within sixty (60) days of departure.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice. Amounts due beyond the current fiscal year will be funded by the Privateer Athletic Foundation.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a contractual agreement with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2012.
October 4, 2012

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

Dear Dr. Layzell:

On behalf of the University of New Orleans, I would like to request that the following additional items be placed on the agenda for the October University of Louisiana System Board Meeting:

Contracts of Employment (3)

- Head Coach of Men’s Basketball
- Head Women’s Basketball Coach
- Head Women’s Volleyball Coach

Thank you for your consideration of this request.

Sincerely,

Peter J. Fos  
President  
University of New Orleans
CONTRACT OF EMPLOYMENT
HEAD COACH OF MEN’S BASKETBALL

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of July, 2012, between the University of New Orleans through its President, Dr. Peter Fos, and the Privateer Athletic Foundation and through its President, Michael Sapera and Mark Slessinger (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

WITNESSETH

WHEREAS, the University of New Orleans desires to utilize the services of Mark Slessinger as Head Coach of Men’s Basketball under the terms and conditions as set forth herein; and

WHEREAS, COACH desires to provide his services as Head Coach of Men’s Basketball under the terms and conditions as set forth herein.

NOW, THEREFORE in consideration of the provisions made herein which insure to the mutual benefit of the parties and for other good and valuable consideration, the parties agree as follows:

1.0 Employment

1.1 The University of New Orleans University (the “University”) does hereby employ COACH as Head Coach of Men’s Basketball and COACH does hereby accept employment and agrees to perform all of the services pertaining to the University’s Men’s Basketball program, 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 Athletic Director.
1.2 COACH shall be responsible, and shall report, directly to Derek Morel, 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 Dr. Peter Fos, University’s President.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of four (4) years, commencing on the 1st day of July, 2012, and terminating without further notice to COACH on the 30th day of June, 2016. If the contract is not terminated by either party before June 30, 2013, the contract will automatically extend by a period of one (1) year through the 30th day of June, 2017.

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

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties.
3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University of New Orleans shall pay COACH an annual salary of $104,000, payable on a semi-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 12.

4.0 Supplements/Incentive Compensation

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The supplements shall be funded by the Privateer Athletic Foundation (the “Foundation”) and paid through University payroll. The potential annual supplements are as follows:

4.1.1 Multi-Media Supplement. COACH will receive annual supplement salary compensation of $3,000 for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partner solicitation meeting and special event appearances.

4.1.2 Public Appearance Supplement. COACH will receive annual supplement salary compensation of $3,000 for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Athletic Foundation events, UNO Alumni Association events, community outreach initiatives,
department fundraising events.

4.1.3 Tickets: COACH will receive ten (10) men's basketball tickets per season for reserved seating at all UNO home games. COACH will receive four (4) baseball season tickets per season for admission to all UNO home games.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual salary incentives. The annual incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. If earned, the annual incentive compensation shall be funded by the Privateer Athletic Foundation and paid through University payroll. The annual incentives are as follows:

4.2.1 Academic Progress: When the men's basketball program achieves a one-year APR (Academic Progress Rate) score of 940 or greater in any academic year of this agreement, COACH will earn a one-time bonus of $2,500. This is applicable to each year of the agreement.

4.2.2 Athletics Success:

4.2.2.1 When the men's basketball team wins a conference regular season championship, COACH will earn a one-time bonus of $2,500. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2.2 When the men's basketball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Men's Basketball Championship Tournament, COACH will earn a one-time bonus of $5,000. Each full-time assistant coach will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.
When the men's basketball team wins a conference tournament championship, receives an automatic bid into the NCAA Men's Basketball Championship Tournament and has won a minimum of 60% of games during the regular season, COACH will earn a one-year extension to this contract. COACH will be compensated with an annual salary of $120,000 during the extension year (2017-2018). This is a one-time incentive and will not be applicable once the one-year extension has been earned by COACH.

For each victory in the NCAA Men's Basketball Championship Tournament, COACH will earn an additional one-time bonus of $5,000. Each full-time assistant coach will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.

When the men's basketball team advances to the FINAL FOUR, COACH will earn a one-time bonus equal to $10,000. Each full-time assistant coach will earn a one-time bonus of $2,000. This is applicable to each year of the agreement.

When the men's basketball team wins the national championship, COACH will earn a one-time bonus equal to $25,000. Each full-time assistant coach will earn a one-time bonus of $5,000. This is applicable to each year of the agreement.

4.2.2.3 When the men's basketball team receives a bid into the post-season National Invitation Tournament (NIT), COACH will earn a one-time bonus equal to $2,500. For each victory in the post-season National Invitation Tournament (NIT), COACH will earn an additional one-time bonus equal to $2,500. Each
full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2.4 When the total, cumulative paid Home attendance for a men’s basketball season equals or surpasses 15,000, COACH will receive one-time bonus equal to $2,500. Each full-time assistant coach will earn a one-time bonus of $500.

4.2.2.5 When the men’s basketball team is invited to and competes in a post-season tournament other than the NCAA Men’s Basketball Championship and the National Invitational Tournament (NIT), COACH will earn a one-time bonus equal to $1,500. Each full-time assistant coach will receive a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2.6 When the men’s basketball team wins 70 percent or more of its regular season games and does not participate in a post-season tournament, COACH will earn a one-time bonus of $1,500. Each full-time assistant will earn a one-time bonus of $500.

5.0 Contracts for Broadcast and/or Telecast or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of Coach and the men’s basketball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics or the President of the University.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on 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 University policy.

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

6.2.1 COACH shall be permitted to use the Lakefront Main Arena for a period of one (1) week each year and the auxiliary gymnasium for three (3) weeks each year.

6.2.2 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.

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

6.2.4 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:

6.2.4.1 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.

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

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

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

6.2.7 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.

6.2.8 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.

6.2.9 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.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
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 University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of teaching camps and/or athletic 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.

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

9.0  Endorsements; Apparel, Equipment, Etc.

9.1  The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which she is responsible in obtaining for the University through 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, Conference and University Rules

10.1  COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. 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 deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he 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.

11.0 Men’s Basketball Staff

11.1 COACH shall have the authority to select unclassified Men’s Basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

12.0 Termination

12.1 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. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

12.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days
notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination.

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 solely by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the contract, University is only obligated to pay the difference between COACH’s new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates the Contract without cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by COACH equal to $50,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming
employed as a Division 1 head basketball coach, including without limitation, retirement, health
or personal reasons, disability, employment in another profession, then COACH shall have no
responsibility, obligation, or liability to the University.

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

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Athletic
Director, or his/her designee, to ensure that such activities are in compliance with University
policies.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent
witnesses.

WITNESSES:

[Signatures]

UNIVERSITY OF NEW ORLEANS

BY: 
Mark Slessinger  
Head Men’s Basketball Coach

BY: 
Dr. Peter J. Fos, President  
University of New Orleans

BY: 
Derek R. Morel, Director of Athletics  
University of New Orleans

BY: 
Michael Sapera, President  
Privateer Athletic Foundation

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

Secretary - Board of Supervisors
Item F.10. University of New Orleans’ request for approval of a contractual agreement with Ms. Kim Young-Buford, Head Women’s Volleyball Coach, effective September 1, 2012.

EXECUTIVE SUMMARY

Under this thirty-month agreement, through March 31, 2015, Coach will earn $46,000 annually. Coach shall also be entitled to the following incentive compensation, funded by the Privateer Athletic Foundation:

- $1,000--Conference Regular Season Championship
- $1,500--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- $500--Conference Coach of the Year
- $500--NCAA Single Year Academic Progress Rate of 960 or greater

If the University terminates the agreement without cause, the Coach shall be entitled to liquidated damages of $15,000. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Privateer Athletic Foundation. In the event Coach terminates the agreement without cause to become a head women’s volleyball coach, Coach would be liable to the University for liquidated damages in the amount of $5,000, which must be paid within sixty (60) days of departure.

Coach may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. Coach will receive six months’ notice of termination or six months’ regular pay in lieu of such notice. Amounts due beyond the current fiscal year will be funded by the Privateer Athletic Foundation.

The University and the Privateer Athletic Foundation have combined this agreement into one joint employment agreement.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a contractual agreement with Ms. Kim Young-Buford, Head Women’s Volleyball Coach, effective September 1, 2012.
October 4, 2012

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

Dear Dr. Layzell:

On behalf of the University of New Orleans, I would like to request that the following additional items be placed on the agenda for the October University of Louisiana System Board Meeting:

Contracts of Employment (3)

- Head Coach of Men's Basketball  
- Head Women's Basketball Coach  
- Head Women's Volleyball Coach

Thank you for your consideration of this request.

Sincerely,

[Signature]

Peter J. Fos  
President  
University of New Orleans
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S VOLLEYBALL COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of September, 2012, between the University of New Orleans and through its President, Dr. Peter Fos, the Privateer Athletic Foundation and through its President, Michael Sapera, and Kim Young-Buford (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

1.0 Employment

1.1 The University of New Orleans (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 the University of New Orleans Department of Intercollegiate Athletics, 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 Athletic Director.

1.2 COACH shall be responsible, and shall report, directly to the 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 the University’s President.

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

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

2.0  Term

2.1  The term of this agreement is for a fixed period of two (2) years and six (6) months, commencing on the 1st day of September, 2012, and terminating without further notice to COACH on the 31st day of March, 2015, unless extended under the terms of this agreement.

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

2.3  This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties.

3.0  Compensation

3.1  In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH an annual salary of $46,000 payable on a semi-monthly basis.

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

3.3  The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 11.
4.0 Incentive Compensation/Miscellaneous Benefits

4.1 Tickets: COACH will receive four (4) men’s basketball tickets per season for admission to all UNO home games, four (4) women’s basketball tickets per season for admission to all UNO home games and four (4) baseball season tickets per season for admission to all UNO home games.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual bonus incentives. The annual bonus incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. If earned, the annual bonus incentive compensation shall be funded by the Privateer Athletic Foundation and paid through University payroll. The annual incentives are as follows:

4.2.1 Academic Progress: When the women’s volleyball program achieves a one-year APR (Academic Progress Rate) score of 960 or greater in any academic year of this agreement, COACH will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2 Athletics Success: When the women’s volleyball team wins a conference regular season championship, COACH will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.

4.2.2.2 When the women’s volleyball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Women’s Volleyball Championship Tournament, COACH will earn a one-time bonus of $1,500. This is applicable to each year of the agreement. If team wins both the regular season and tournament championships in the same year, COACH will receive a bonus for the tournament championship only.

4.2.3 Professional Awards: When the COACH is recognized as “...Conference Coach of the Year,” COACH will earn a one-time bonus of $500. This is applicable to each year of the
agreement.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on 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 University policy.

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

(a) 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:

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

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

(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 Employee Benefits

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

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of volleyball camps and/or 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.

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

8.0  Endorsements; Apparel, Equipment, Etc.

8.1  The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, service organization or charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which she is responsible in obtaining for the University through 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.

9.0  Compliance with NCAA, Conference and University Rules

9.1  COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. 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 deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

10.0 Coaching Staff

10.1 COACH shall have the authority to select unclassified personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

11.0 Termination

11.1 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. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

11.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

11.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to $15,000. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th
shall be paid by the University. Any additional amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Privateer Athletic Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the date of the termination. In the event COACH terminates the Contract without cause to become a head women’s volleyball coach, COACH would be liable to the University for liquidated damages in the amount of the $5,000. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a head women’s volleyball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

12.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his/her designee, to ensure that such activities are in compliance with University policies.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of __________, 20_____.

SECRETARY-BOARD OF SUPERVISORS
Item F.11. University of New Orleans’ request for approval of its Complimentary Ticket Policy.

EXECUTIVE SUMMARY

The University of New Orleans is requesting approval of its complimentary athletic ticket policy. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution, which has been approved by the Board. UNO’s complimentary ticket policy applies primarily to basketball and baseball.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of its Complimentary Ticket Policy.
October 9, 2012

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

Dear Dr. Moffett,

On behalf of the University of New Orleans, I would like to request that the following item be placed on the agenda for the October University of Louisiana System Board Meeting:

Approval of the Complimentary Ticket Policy

Thank you for your consideration of this request.

Sincerely,

[Signature]

Peter J. Fos  
President  
University of New Orleans
UNIVERSITY OF NEW ORLEANS
INTERCOLLEGIATE ATHLETICS COMPLIMENTARY TICKET POLICY
2012-2013

(Policy applies to home games for men’s basketball, women’s basketball & baseball unless otherwise noted; quantities are maximum; all non-athletic department tickets are upon request unless contracted)

NON-ATHLETICS STAFF

PRESIDENT 10
VICE PRESIDENT 4
FACULTY ATHLETICS REPRESENTATIVE 4
LAKEFRONT ARENA GENERAL MANAGER 4

ATHLETIC DEPARTMENT STAFF

DIRECTOR OF ATHLETICS 8
HEAD COACH 8 (or quantity committed by employment contract.)
ASSISTANT COACH 4
HEAD COACH (other sports) 4
ASSISTANT COACH (other sports) 2
SPORTS MEDICINE STAFF/TEAM PHYSICIAN 2
SPORT SUPPORT STAFF 2
ADMINISTRATIVE SENIOR STAFF 4
ADMINISTRATIVE SUPPORT STAFF 2
STUDENT MANAGER 2

MISCELLANEOUS

EACH VISITING TEAM PER GAME CONTRACT
HOME TEAM PARTICIPATING STUDENT-ATHLETE UP TO MAXIMUM PERMITTED BY NCAA
EACH PROSPECTIVE STUDENT-ATHLETE UP TO MAXIMUM PERMITTED BY NCAA
LHSAA

**HEAD COACH/ASSISTANT COACH**

2 (per ticketed event with valid LHSAA ID; must sign for admission.)

**ADDITIONAL DISTRIBUTION OPTIONS**

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Item F.12. University of Louisiana System’s report of significant athletic activities for the period of August 9 to October 8, 2012.

EXECUTIVE SUMMARY

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

This is a report only and no action by the Board is necessary.
University of Louisiana System
SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES
August 9 to October 8, 2012

Grambling State University
For the third time this summer, Grambling State University basketball legend, Aaron James, was inducted into a Hall of Fame. James, who not only was a standout at Grambling, but also a key player for the New Orleans Jazz with “Pistol” Pete Maravich, was inducted into the Greater New Orleans Sports Hall of Fame. He was also inducted in the Northeast Louisiana Pro Athletes Sports Gallery and the Louisiana Basketball Coaches Association’s Hall of Fame. James is currently serving as Assistant Athletic Director at GSU.

Louisiana Tech University
As of October 7, Louisiana Tech entered the Top 25 rankings in both the Associated Press and USA Today/Coaches polls following the Bulldogs 58-31 win over UNLV. Tech was ranked 23rd in the Associated Press poll, only the second time the AP has ranked the Bulldogs in the history of the program. The only other time the AP has ranked Tech was in 1999 as the Bulldogs were 8-2 and ranked 25th prior to the season finale at Southern Cal. In the USA Today/Coaches poll, Tech garnered a No. 24 ranking marking the first time that poll has ranked the Bulldogs. The Bulldogs currently have the nation’s longest regular season winning streak at 12 games, and are off to a 5-0 start.

Selected as the best and brightest from the college gridiron, The National Football Foundation (NFF) & College Hall of Fame announced the 147 candidates – including Louisiana Tech kicker Matt Nelson – for the 2012 NFF National Scholar-Athlete Awards, presented by Fidelity Investments, a leading provider of not-for-profit workplace retirement savings plans in higher education. The 147 nominees also comprise the list of semifinalists for the 2012 William V. Campbell Trophy, endowed by HealthSouth, which recognizes an individual as the absolute best football scholar-athlete in the nation. Nelson was nominated for the award after graduating in August after only three years with a 3.395 grade point average and receiving his degree in finance. He is currently pursuing his Master of Business Administration.

Freshman golfer, Victor Lange, will not soon forget his first collegiate event. Neither will Bulldog head coach Jeff Parks. Parks watched the Johannesburg, South Africa native fire a final round one-under-par 70 to capture the individual title at the 2012 Sam Hall Intercollegiate hosted by Southern Mississippi at the Hattiesburg Country Club.

Junior golfer, Travis Wilmore, won his first collegiate championship out of a field of 75 golfers in the final round of the 2012 Jim Rivers Intercollegiate held at Squire Creek Country Club.

With basketball season rapidly approaching, Bulldog staff members and players took time away from the court to visit with the Boys and Girls Club in West Monroe. The Louisiana Tech ticket office coordinated the community outreach event after some of the club kids came to a game last
year to see the Bulldogs play. Director of Basketball Operations, Justin Argenal, and the players spoke to about 35 kids, ages 7-11, on what Louisiana Tech looks for in a student-athlete, with a strong emphasis on the “student.” “Being able to express to young people the importance of education and staying active is always great,” said Argenal. “It is great for our student-athletes to get out in our community and represent not only Louisiana Tech athletics but our University in a positive manner.”

McNeese State University
As of October 7, McNeese football made another move up both the FCS Coaches poll and the Sports Network Top 25 – ranking 15th in the coaches and 19th in the SN poll with a current record of 4-1.

Kelsey Haynie had a productive summer on the golf course this year and recently won the Collegiate Players Tour Championship that took place in Dallas. Haynie is a native of Houston, Texas and will be a junior this season. She also has won the CPT/Santa Maria Collegiate Open in Baton Rouge.

Kimberlyn Patterson was named to the all-tournament team after picking up 31 digs throughout tournament play at the Big Daddy’s Volleyball Invitational hosted by McNeese.

Nicholls State University
Senior linebacker, Kerry Guidry, was one of 147 candidates to be selected for the 2012 National Football Foundation Scholar-Athlete Awards, announced the organization earlier this week. The 147 nominees also comprise the list of semifinalists for the 2012 William V. Campbell Trophy, which recognizes an individual as the absolute best football scholar-athlete in the nation. A graduate of H.L. Bourgeois, Guidry posts a cumulative 3.39 grade point average in sports medicine. Last year, he was one of two Colonels to be named Southland Conference All-Academic.

Men’s tennis player, Dmitry Kozionov, picked up a three-set victory to claim a singles championship in the Lamar Cardinal Classic. Kozionov is a three-time All-Southland honoree.

Nicholls women’s tennis had three players reach championship matches in the final day of the Big Easy Classic, with Parija Maloo capturing a title for the women’s team.

Nicholls men’s and women’s cross country teams wrapped up competition at the annual Ragin’ Cajuns Invitational, as the women’s team came away with the meet crown while the men’s trio all finished within the top 15 individuals. This is the second consecutive win for the Nicholls women’s team since winning the McNeese State University Relays.

With its bye week coming in the first month of the season, the football team not only used the time to heal and recharge, but the Colonels took advantage of the week off to give back to the community, visiting South Thibodaux Elementary on September 25 for its annual Behavior Bash. Players and coaches from the Nicholls football team, along with members of the women’s soccer team and cheerleading squad, showed up at South Thibodaux’s yearly event, which rewards students from pre-kindergarten through fifth grade who exhibit positive behavior. The Colonels participated in drills pertaining to their respective sport, played games with the kids and talked to them about the importance of school and being a good person.
Northwestern State University
Senior kicker, John Shaughnessy, is among the 147 semifinalists from all levels of college football being considered for the 2012 National Football Foundation Scholar-Athlete Awards presented by Fidelity Investments, and the William V. Campbell Trophy, endowed by HealthSouth, presented to the top senior scholar-athlete in the country. A Shreveport-Byrd product that has a 3.69 grade point average in biology, Shaughnessy spent the summer doing cancer research during an internship with the LSU Health Sciences Center in Shreveport. A first-team All-Southland Conference selection last season, Shaughnessy set a school record with 12 consecutive made field goals in 2011 and has made 20 of his last 24.

Stacey DiFrancesco and Emily Sweet were named to the UTA Hilton Volleyball Invitational all-tournament team after recording 48 kills and 121 assists, respectively, throughout the tournament. DiFrancesco and Sweet helped lead the Lady Demons to a tournament sweep.

Sarah Emory’s individual championship led three Northwestern State women among the top six finishers, pacing the Lady Demons to the team title at the NSU Invitational cross country meet at NSU’s Robert Wilson Recreation Complex.

About 350 local and area youth participated in Kiwanis Kids Day, enjoying activities centered around the Northwestern State Demons’ home football game in Turpin Stadium. Students from Natchitoches Central High School were among those involved with an afternoon and evening filled with activity coordinated by NSU Athletics and the Kiwanis Club of Natchitoches. The young people were featured guests as their own tailgating party, including food and soft drinks provided by the Kiwanis Club, face painting, and other activities. The youth were mentored on leadership by NSU student-athletes, coaches and spirit groups during a mid-afternoon presentation in Prather Coliseum. They returned to the Demon Alley tailgating area to enjoy more pre-game festivities. The group formed the tunnel for the NSU Demon football team’s run-out just before kickoff of the 45-14 victory over visiting Mississippi Valley State, then enjoyed a sensational performance by the Spirit of Northwestern Marching Band at halftime.

Record-setting passer, Craig Nall, who had the most spectacular season performance by a quarterback in Northwestern State football history, will be saluted as the Exchange Bank Demon Great of the Game when NSU plays host to Mississippi Valley State. In 2001, his only season at Northwestern, Nall set the regular-season passing yardage record with 2,022 yards and the completions record with 166. After transferring from LSU for his senior season, the Alexandria native steered the Demons to a stunning 27-24 overtime win at TCU and into the national FCS playoffs, where NSU took eventual national champion Montana down to the wire in an epic contest. The Demon Great of the Game, presented by Exchange Bank and Trust of Natchitoches, spotlights some of the most outstanding performers in the 105-year history of NSU football. Exchange Bank has been a key supporter of NSU Athletics throughout its long history as the oldest financial institution in Natchitoches.

Southeastern Louisiana University
Joseph LeGrange moved back atop the Southeastern Louisiana cross country leaderboard as the Baton Rouge native sparked the Lions to a third-place finish recently at the LSU Invitational. LeGrange placed ninth with a time of 27 minutes, 35.1 seconds on the 8k course. “Joe had a phenomenal day today,” distance coach Brent Alfred said. “He’s starting to adjust. When you get
a new coach, it takes time to get used to the new training style. He stepped up his leadership and got back to the top where he belongs. I’m proud of him.”

**University of Louisiana at Lafayette**

Eight members of the softball team were recognized as National Fastpitch Coaches Association (NFCA) Scholar Athletes for their accomplishments in the classroom during the 2011-12 academic year. The NFCA program recognizes all student-athletes, who are able to maintain a cumulative GPA of 3.5 or higher. Ashley Briganc completed the academic year with a 4.0 GPA and was named the 2012 Capital One Academic All-American of the Year for the second consecutive season.

The Ragin’ Cajuns football team enjoyed a 41-13 homecoming victory over Tulane at Cajun Field. As of October 7, the win allowed the Cajuns to improve to 4-1 on the year, and extend its Cajun Field win streak to eight games over the last two seasons, the third longest streak in facility history. The game was played in front of a crowd of 29,785, the eighth-largest crowd in Cajun Field history.

The women’s volleyball team won the tournament championship at the Memphis Tiger Invitational on September 15.

Men’s tennis coach Mark Jeffrey was one of 15 coaches nationwide to participate in the USTA High Performance Coaching Program. “It is an honor and privilege to be not only recognized by my peers, but to gain valuable knowledge in helping our athletes improve and proceed to the professional tours after graduation,” Jeffrey said. “Getting the chance to learn from José Higueras was great. Jose has coached some of the best players in the world including Pete Sampras and Roger Federer. I think the things I learned during the week will only make our program stronger.” The USTA High Performance Coaching Program offers coaches one of the highest-quality coaching education experiences in the world. Training took place from August 8-11 in Carson, California.

**University of Louisiana at Monroe**

ULM’s football team won 34-31 in an overtime victory over then No. 8 Arkansas on September 8, 2012 in front of 53,089 fans inside War Memorial Stadium. The Warhawks held the Razorbacks to a field goal to begin overtime, and on ULM’s possession, junior quarterback Kolton Browning sprinted 16 yards and dove headlong into the end zone for the win - ULM’s first over an FBS-ranked program in school history. In addition, it is the first time a Sun Belt team beat has beaten a top-10 team and just the second time ever that a Sun Belt school has defeated a ranked opponent.

The cameras were rolling all day long as the ULM football team welcomed ESPN to Monroe to shoot an episode of ESPNU All-Access. The show featuring the Warhawks aired on ESPNU October 9. The film crew followed the Warhawks through a day of meetings, practice and workouts. The special feature also included various interviews as well as an inside look in ULM student-athletes’ lives away from the practice field.

The ULM baseball team players were awarded their 2012 Sun Belt Tournament Championship rings at a ceremony inside the Student Union Building Ballroom. Head Coach Jeff Schexnайдer, ULM President Dr. Nick Bruno, and ULM Director of Athletics Bobby Staub awarded the squad
their championship rings. “Some of last year’s players are back to finish their degrees or work on their master’s degree,” said Schexnaider. “But it is good to have them back because they can talk to the younger players and our new guys are excited about the success we can have at ULM. We are excited about getting our championship rings, but the 2012 season is in the past and it is time to get back to work as fall practice starts soon.”

The men’s cross country team won the Northwestern Invitational and the women’s team finished third. Daniel Mutai continued his torrid start to the 2012 campaign, winning his third consecutive race to start the season.

The men’s and women’s basketball team along with the women’s softball team took time out of their schedules to volunteer at the 19th Annual Northeast Louisiana Susan G. Komen Race for the Cure at Forsythe Park in Monroe.

The Bleacher Report released its ranking of the top-50 2012 football team schedule posters and the ULM Poster was tabbed 38th. Bleacher Report Columnist Jonathan McDanal had this to say about the Warhawks Poster, “These guys have the best schedule layout of all. Calling out the 25th anniversary of their national championship was a great move. Not only that, but they call out homecoming, senior day, a white-out and a breast cancer awareness game. If you go to a ULM game this year, you already know exactly what to wear just by reading the schedule.” The 2012 football schedule poster was designed by Sport Production in Overland Park, Kansas.

University of New Orleans
On August 23, 2012, the Southland Conference and the University of New Orleans announced that the institution will become the newest member of the league, effective July 1, 2013. Currently a Division I independent program that competed in the Sun Belt Conference until 2010, New Orleans will participate in 14 of the Southland’s 17 sponsored championships, including men’s sports basketball, baseball, cross country, golf, tennis, and indoor and outdoor track and field. On the women’s side, UNO will compete in basketball, cross country, golf, tennis, indoor and outdoor track and field, and volleyball. In 2013-14, the athletic program will receive Southland schedules in all sports, joining men’s tennis that currently is an affiliate.

The University of New Orleans men’s and women’s basketball teams joined in with Americans across the country in taking part in a ‘National Day of Service’ in remembrance of the events of September 11, 2001. Both the Privateers and Lady Privateers spent a portion of their afternoon at City Park, helping the New Orleans landmark recover from damage associated with Hurricane Isaac. Located a few miles from campus, the 1,300-acre public park was on the receiving end of substantial wind damage from the tropical disturbance that came through at the end of August.

The September 2012 issue of New Orleans Magazine typically features an annual column on notable movers and shakers in the city who are considered this year’s ones to watch. This year, New Orleans Magazine names University of New Orleans President Peter J. Fos and UNO Athletic Director Derek Morel.