BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, August 20, 2013**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order
B. Roll Call
C. Invocation
D. Approval of June 25, 2013 Board Meeting Minutes
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Louisiana Tech University’s request for approval for realignment of its organizational structure.

2. McNeese State University and Southeastern Louisiana University’s request for approval of an amendment to Southeastern Louisiana University’s Letter of Intent for a Bachelor of Science degree program in Health Management Systems to include McNeese State University as an equal partner.

3. Nicholls State University’s request for approval to change the name of the Department of Psychology and Counselor Education to the Department of Psychology, Counseling, and Family Studies.

4. University of Louisiana at Lafayette’s request for approval of the Center for Visual and Decision Informatics.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. University of Louisiana at Monroe’s request for approval to establish a Post Baccalaureate Certificate (PBC) in Unmanned Aircraft Systems Management in the College of Business Administration.

6. University of Louisiana at Monroe’s request for approval of a Proposal for a Bachelor of Science degree program in Pharmaceutical Sciences.

7. University of Louisiana at Monroe’s request for approval to offer a Certificate in Computed Tomography degree program in the Department of Radiologic Technology in Fall 2014.

8. University of Louisiana at Monroe’s request for approval of an Agreement of Academic Cooperation with GEUMGANG University, Nonsan, Republic of Korea.

9. University of Louisiana at Monroe’s request for approval of a Student Exchange Agreement with the University of Stirling.

10. University of New Orleans’ request for approval of a Letter of Intent for a Bachelor of Science degree program in Health Care Management.

11. University of New Orleans’ request for approval of a Letter of Intent for a Master of Fine Arts degree program in Creative Writing.

12. University of Louisiana System’s request for approval of System Universities’ 2013-14 Promotions in Faculty Rank and Recommendations for Tenure.


14. Other Business

F. REPORT OF ATHLETIC COMMITTEE

1. McNeese State University’s request for approval of a contract with Mr. Andre A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2013.

2. McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2013.

3. McNeese State University’s request for approval of a contract with Mr. Brendon J. Gilroy, Head Men’s and Women’s Track Coach, effective July 1, 2013.

4. McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2013.
5. **McNeese State University**’s request for approval of a contract with Mr. Michael J. Smith, Head Women’s Softball Coach, effective July 1, 2013.

6. **McNeese State University**’s request for approval of a contract with Ms. Danielle Steinberg, Head Women’s Tennis Coach, effective July 1, 2013.

7. **Northwestern State University**’s request for approval of a contract with Mr. Mike McConathy, Head Basketball Coach, effective May 1, 2013.

8. **Northwestern State University**’s request for approval of a contract with Mr. Donald Pickett, Head Women’s Softball Coach, effective July 1, 2013.

9. **Southeastern Louisiana University**’s request for approval of a contract with Mr. Tim Baldwin, Head Golf Coach, effective August 1, 2013.

10. **Southeastern Louisiana University**’s request for approval of a contract with Mr. James Brady, Head Track & Field/Cross Country Coach, effective August 1, 2013.

11. **University of Louisiana at Monroe**’s request for approval of a contract with Mr. Brian Wickstrom, Athletic Director, effective July 14, 2013.

12. **University of Louisiana System**’s report of significant athletic activities for the period of June 12 to August 4, 2013.

13. Other Business

G. **REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s request for acceptance of Fiscal Year 2012-13 Financial and Compliance and Federal Award Programs Representation Letters for:
   
   a. Grambling State University
   b. Louisiana Tech University
   c. Nicholls State University
   d. Northwestern State University
   e. Southeastern Louisiana University
   f. University of Louisiana at Lafayette
   g. University of New Orleans

2. **University of Louisiana System**’s report on internal and external audits submitted for the period of June 15 to August 6, 2013.

3. Other Business
H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Louisiana Tech University’s request for approval to enter into a ground lease with Louisiana Tech Foundation, Inc. to begin improvement on the Thomas Assembly Center scoreboard and to accept donations from the Foundation for the improvements to the facility upon completion of the installation.

2. Louisiana Tech University’s request for approval to accept bequest and complete transfer of property from Ms. Frances Baxter Mitchell.

3. University of Louisiana at Lafayette’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement and Agreement to Lease with Option to Purchase with Ragin’ Cajun Facilities Corporation to develop the University’s Tier I Athletic Facilities Project.

4. University of Louisiana at Lafayette’s request for approval of the form and authorization to execute a Ground and Buildings Lease Agreement and Agreement to Lease with Option to Purchase with Ragin’ Cajun Facilities Corporation to develop the University’s Lewis Street Parking Garage and related facilities project.

5. University of New Orleans’ request for approval to enter into a Ground Lease with McDonald’s USA, LLC.


7. Other Business

I. REPORT OF FINANCE COMMITTEE

1. Grambling State University’s request for approval of a resolution providing for the issuance of not exceeding $7,500,000 Revenue Bonds, approving the form of a Supplemental Trust Indenture, approving the form and authorizing the execution of other documents in connection therewith; authorizing the office and trustees of the System to do all things necessary to effectuate this resolution; and providing for other matters in connection with the foregoing.

2. Southeastern Louisiana University’s request for approval to issue refunding bonds (Southeastern Louisiana Student Housing/University Facilities, Inc. Project) not to exceed $55,000,000.

3. University of Louisiana at Monroe’s request for approval to enter into a Management Agreement with the ULM Athletic Foundation effective August 21, 2013.
4. University of Louisiana System’s request for approval of Fiscal Year 2013-14 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

5. University of Louisiana System’s request for approval of Fiscal Year 2013-14 distribution of Overcollections Fund allocated to the Board of Supervisors for the University of Louisiana System in HB1 of the 2013 Legislative Session.

6. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Grambling State University’s request for approval to appoint Dr. King David Godwin as Interim Dean of the College of Arts and Sciences, effective July 1, 2013.

2. Grambling State University’s request for approval to appoint Mr. Aaron James as Athletic Director, effective September 1, 2013.

3. Louisiana Tech University’s request for approval of a Memorandum of Understanding with Mr. Tommy McClelland as Director of Athletics, effective August 1, 2013.

4. University of Louisiana at Lafayette’s request for approval to appoint Dr. Bradd E. Clark as Interim Provost and Vice President for Academic Affairs, effective July 1, 2013.

5. University of Louisiana at Lafayette’s request for approval to continue the appointment of Mr. Ken Ardoin as Interim Vice President for University Advancement, effective July 1, 2013.

6. University of Louisiana at Lafayette’s request for approval to appoint Dr. Azmy S. Ackleh as Dean of the Ray P. Authement College of Sciences, effective August 1, 2013.

7. University of Louisiana at Lafayette’s request for approval to appoint Dr. Mary J. Farmer-Kaiser as Acting Dean of the Graduate School, effective August 1, 2013.

8. University of Louisiana at Monroe’s request for approval to appoint Dr. Brian D. Wickstrom as Director of Athletics, effective July 14, 2013.

9. University of Louisiana at Monroe’s request for approval to appoint Ms. Pamela Jackson as Interim Dean of Students, effective August 1, 2013.

10. Other Business
K. **SYSTEM PRESIDENT'S BUSINESS**

1. Personnel Actions
2. System President’s Report
3. MyEdu Presentation
4. Louisiana Tech University Presentation
5. Other Business

L. **BOARD CHAIR'S BUSINESS**

1. Board Chair’s Report
2. Other Business

M. Other Business

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

ATHLETIC COMMITTEE

August 20, 2013

Item F.1.  McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $40,316 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Andrew A Burk Jr., Head Men’s Golf Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Men's Golf Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Men's Golf Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men's Golf which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $40,316.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 Camps and Clinics

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) Workers' Compensation and Employers Liability. Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

8.0 **Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Men's Golf camps and/or Men's Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

__________________________________________________________________________
Andrew A. Burk Jr., Head Men’s Golf Coach
McNeese State University

Date ___________

________________________________________
Director of Athletics
McNeese State University

Date ___________

________________________________________
Dr. Philip C. Williams, President
McNeese State University

Date ___________

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.2. McNeese State University’s request for approval of a contract with Mr. Michael Edward Fluty, Head Women’s Golf Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $40,118 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Michael Edward Fluty, Head Women’s Golf Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]
Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Golf Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Women's Golf Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Golf which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $40,118.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 **Camps and Clinics**

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) **Workers’ Compensation and Employers Liability**: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) **Comprehensive General Liability**: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) **Other Insurance Requirements**: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his/her operation of Women's Golf camps and/or Women's Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

9.0 Apparel, Equipment Endorsements

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

__________________________________________
Date __________
Michael E. Fluty, Head Women’s Golf Coach  
McNeese State University

__________________________________________
Date __________
Director of Athletics
McNeese State University

__________________________________________
Date __________
Dr. Philip C. Williams, President  
McNeese State University

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

SECRETARY – Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 20, 2013

Item F.3.  McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $52,126 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Brendon J. Gilroy, Head Men’s and Women’s Track Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip L. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Men's and Women's Track Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Men's and Women's Track Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men's and Women's Track which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $52,126.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

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

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

4.0 Contracts for broadcast and/or telecast

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

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

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.
(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

8.0 **Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Men's and Women's Track camps and/or Men's and Women's Track clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

_________________________________________

Brendon J. Gilroy, Head Men’s and Women’s Track Coach
McNeese State University

_________________________________________

Director of Athletics
McNeese State University

_________________________________________

Dr. Philip C. Williams, President
McNeese State University

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

_________________________________________

SECRETARY – Board of Supervisors
Item F.4. McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $54,500 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Justin W. Hill, Head Baseball Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Baseball Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $54,500.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 Camps and Clinics

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

8.0 **Outside Income-Subject to Compliance with Board Rules**

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

(Avoid 2/24/95)

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

________________________________________________________________________

Justin W. Hill, Head Baseball Coach
McNeese State University

________________________________________________________________________

Date

Director of Athletics
McNeese State University

________________________________________________________________________

Dr. Philip C. Williams, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ______ day of __________________________, 20________.

________________________________________________________________________

SECRETARY – Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 20, 2013

Item F.5. McNeese State University’s request for approval of a contract with Mr. Michael J. Smith, Head Women’s Softball Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $45,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Michael J. Smith, Head Women’s Softball Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Michael J. Smith, Head Women’s Softball Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY  
Head Women's Softball Coach  

TERMS OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF CALCASIEU  

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

1.0 Employment  

1.1 McNeese State University (the "University") does hereby employ COACH as Head Women's Softball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Softball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.  

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

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

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

2.0 Term  

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.  

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

3.0 Compensation  

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $45,000.00.  

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.  

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

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

4.0 Contracts for broadcast and/or telecast  

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

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 **Camps and Clinics**

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) Workers’ Compensation and Employers Liability. Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

8.0 Outside Income—Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Women's Softball camps and/or Women's Softball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

9.0 Apparel, Equipment Endorsements

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

________________________________________________________________________
Michael J. Smith, Head Women’s Softball Coach
McNeese State University

Date

________________________________________________________________________
Director of Athletics
McNeese State University

Date

________________________________________________________________________
Dr. Philip C. Williams, President
McNeese State University

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

__________________________________________, 20______.  

SECRETARY – Board of Supervisors
Item F.6. McNeese State University’s request for approval of a contract with Ms. Danielle Steinberg, Head Women’s Tennis Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2014, Coach will earn $28,215 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Danielle Steinberg, Head Women’s Tennis Coach, effective July 1, 2013.
July 30, 2013

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Danielle Steinberg, Head Women’s Tennis Coach, effective July 1, 2013.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 19, 2013 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Tennis Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head Women's Tennis Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Tennis which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2013, and terminating without further notice to COACH on the 30th day of June 2014 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $28,215.00.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.

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

3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.1.1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast

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

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

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

(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 **Camps and Clinics**

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

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

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides: (1) **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics; (2) **Comprehensive General Liability:** $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (3) **Other Insurance Requirements:** provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

8.0 **Outside Income-Subject to Compliance with Board Rules**

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Women's Tennis camps and/or Women's Tennis clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. COACH shall also disclose outside employment/income and conflicts of interest and commitment to his/her immediate supervisor. Further, COACH shall read and comply with all University emergency preparedness and response plans.

10.3 In public appearances COACH shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

WITNESSES:

__________________________________________________________ Date ____________________

Danielle Steinberg, Head Women’s Tennis Coach
McNeese State University

__________________________________________________________ Date ____________________

Director of Athletics
McNeese State University

__________________________________________________________ Date ____________________

Dr. Philip C. Williams, President
McNeese State University

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

________________________________________, 20__________

SECRETARY – Board of Supervisors
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 20, 2013

Item F.7. Northwestern State University’s request for approval of a contract with Mr. John Michael McConathy, Head Men’s Basketball Coach, effective May 1, 2013.

EXECUTIVE SUMMARY

Under the proposed five-year agreement, effective through April 30, 2018, Coach’s salary is $115,293 for each year, payable in 26 equal installments. The agreement includes an option for an automatic rollover of an additional year through April 30, 2019, subject to approval of the Board of Supervisors for the University of Louisiana System. The agreement also stipulates that the Demons Unlimited Foundation shall pay a premium benefit in the amount of $34,707 annually to be paid in 12 monthly installments. The Demons Unlimited Foundation may pay Coach additional supplements/incentives as follows:

- An annual $2,000 stipend for promotional appearances, including participating in a pre-game and post-game radio show on an as funds available basis.

- $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA or NIT tournament.

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the men’s basketball team in NCAA or NIT tournament competition as follows:
  - $2,000 for each round his NSU team wins in the NCAA/NIT tournament;
  - $5,000 should his team advance to the “Sweet 16” in either the NCAA or NIT tournament;
  - $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
  - $25,000 for winning the NCAA or NIT Tournament.

- $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”
• Coach is also eligible to receive a $1,000 marketing incentive for academic success as defined by University Athletic Department policy. This payment will be for use of the coach’s name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration). If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $50,000.

The University and the Demons Unlimited Foundation have a joint agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. John Michael McConathy, Head Men’s Basketball Coach, effective May 1, 2013.
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for JOHN MICHAEL MCCONATHY

STATE OF LOUISIANA

PARISH OF NATCHEESES

THIS AGREEMENT, made and entered into as of this 20th day of August 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter "Foundation") and John Michael McConathy, Head Men's Basketball Coach of Northwestern 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

The University does hereby employ John Michael McConathy as Head Men's Basketball Coach at Northwestern State University, and John Michael McConathy 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.

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2013 to April 30, 2018 with the option for an automatic rollover of an additional year through April 30, 2019, subject to approval of the University of Louisiana System Board of Supervisors.

3. BASE SALARY

The University shall pay the Coach a base annual salary payable in 26 equal installments as follows:
First Year of Contract
One-Hundred Fifteen Thousand Two Hundred and Ninety Three Dollars ($115,293) payable in 26 equal installments.

Second Year of Contract
One-Hundred Fifteen Thousand Two Hundred and Ninety Three Dollars ($115,293) payable in 26 equal installments.

Third Year of Contract
One-Hundred Fifteen Thousand Two Hundred and Ninety Three Dollars ($115,293) payable in 26 equal installments.

Fourth Year of Contract
One-Hundred Fifteen Thousand Two Hundred and Ninety Three Dollars ($115,293) payable in 26 equal installments.

Fifth Year of Contract
One-Hundred Fifteen Thousand Two Hundred and Ninety Three Dollars ($115,293) payable in 26 equal installments.

3.1. In addition to the above salary, the Demons Unlimited Foundation shall pay to University a premium benefit in the amount of Thirty Four Thousand Seven Hundred Seven and No/100 ($34,707) Dollars annually to be paid in equal monthly installments of Two Thousand Eight Hundred Ninety Two and 25/100 ($2,892.25) Dollars for the period from May 1, 2013 to April 30, 2018, as an earned salary supplement, additional to the base salary from University. The funds shall be transferred from the Foundation to the University and paid to Coach McConathy through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with any supplement.

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

3.3. The 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 services.

4. EMPLOYEE BENEFITS
The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary and premium benefit only.

5. CAMPS AND CLINICS
5.1 Coach McConathy may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

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

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

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

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

e. The Director of Athletics will be the administrative officer of the University who will be advising the coach of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

a. 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.

b. 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.

- 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.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- 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, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- 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.

c. 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. FOUNDATION SERVICES

During the time of employment as head coach, COACH will also have the opportunity to engage in services as an independent contractor in promotional services and fundraising for the Demons Unlimited Foundation. Coach accepts his role with the Foundation as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the University or Foundation. The Foundation will compensate COACH separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments shall not be considered wages or earned income from the Foundation or University for the purpose of computation of retirement or other benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The Foundation will issue the appropriate informational return to the COACH and to the Internal Revenue Service, and provide a copy to NSU. The potential supplements/incentives are as follows:

- COACH will receive an annual $2,000 stipend for promotional appearances, including participation in a pre-game and post-game radio show on an as funds available basis.

- COACH will receive $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA or NIT tournament.

- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the men's basketball team in NCAA or NIT tournament competition as follows:
  - Coach will receive $2,000 for each round his NSU team wins in the NCAA/NIT tournament;
Coach will receive $5,000 should his team advance to the “Sweet 16” in either the NCAA or NIT tournament;

COACH will receive $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and

COACH will receive $25,000 for winning the NCAA or NIT Tournament.

- COACH shall receive $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”

- COACH is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach’s name and likeness in Foundation material or literature promoting the academic achievements of the team.

7. OUTSIDE INCOME

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

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

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

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

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

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be
entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration). Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments. In the event Coach McConathy terminates the Contract without cause, Coach McConathy would be liable to the University for liquidated damages in the amount of Fifty Thousand Dollars ($50,000). 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.

Termination for Cause: Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Termination for Financial Exigency: 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.

10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. SEVERABILITY

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
14. **FORCE MAJEURE**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses:

WITNESSES:

[Signatures]

NORTHERN STATE UNIVERSITY

BY

JOHN MICHAEL MCCONATHY, Head Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

DR. PETE WARDELL, President
Demons Unlimited Foundation

BY

DR. RANDALL WEBB, President
Northwestern State University

BY

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

ATHLETIC COMMITTEE

August 20, 2013

Item F.8. Northwestern State University’s request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed five-year agreement, effective through June 30, 2018, Coach’s salary is $61,000 for each year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach additional supplements/incentives as follows:

- A vehicle stipend of $400 per month on an as funds available basis to support his travel to Foundation events

- $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA Regionals.

- $2,000 for promotional appearances in the event the team advances to the Super Regionals.

- $10,000 for promotional appearances/activities in the event the team advances to the College World Series.

- $1,500 for promotional appearances/activities in the event he is selected as “Southland Conference or Louisiana Coach of the Year.”

- Coach is also eligible to receive a $1,000 payment in the event the team achieves “academic success” as defined by University Athletic Department policy. This payment will be for use of the coach’s name and likeness in Foundation material or literature promoting the academic achievements of the team.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).
If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages in the amount of $10,000 for the first two years of this contract and $6,000 for the final three years of this contract. Should Coach terminate the contract without cause to make a professional move to the University of Tennessee-Chattanooga, he would be liable to the University for liquidated damages in the amount of $5,000.

The University and the Demons Unlimited Foundation have a joint agreement with the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2013.**
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for DONALD PICKETT

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 20th day of August, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Donald Pickett, Head Softball Coach of Northwestern State University.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

   The employment under the terms of this contract shall be for the period July 1, 2013 to June 30, 2018, subject to approval of the University of Louisiana Board of Supervisors.

3. UNIVERSITY SALARY

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

   First Year of Contract
   Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:
Second Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Third Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Fourth Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Fifth Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

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

3.2. The 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 services.

4. EMPLOYEE BENEFITS

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. CAMPS AND CLINICS

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

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

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

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

d. Coach Pickett’s camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
NSU Softball Coach Contract
Donald Pickett
Page 3

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

5.2 Private Camps

a. 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.

b. 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.

- 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.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- 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, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- 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.

C. 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. FOUNDATION SERVICES

During the time of employment as head coach, COACH will also have the opportunity to engage in service as an independent contractor in promotional activities for the Demons Unlimited Foundation. Coach accepts his role with the Foundation as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the University or Foundation. The Foundation will compensate COACH separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments shall not be considered wages or earned income from the Foundation or University for the purpose of computation of retirement or other benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The Foundation will issue the appropriate informational return to the COACH and to the internal Revenue Service, and provide a copy to NSU. The potential supplements/incentives are as follows:

- COACH will receive a vehicle stipend of $400 per month on an as funds available basis to support his travel to Foundation events.

- COACH will receive $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA Regionals.

- COACH will receive $2,000 for promotional appearances in the event the team advances to the Super Regionals.

- COACH will receive $10,000 for promotional appearances/activities in the event the team advances to the College World Series.

- COACH will receive $1,500 for promotional appearances/activities in the event he is selected as “Southland Conference or Louisiana Coach of the Year.”

- COACH is also eligible to receive a $1,000 payment in the event the team achieves “academic success” as defined by University Athletic Department policy. This payment will be for use of the Coach’s name and likeness in Foundation material or literature promoting the academic achievements of the team.

7. OUTSIDE INCOME

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

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).
8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

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

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

9. **TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments. In the event Coach Pickett terminates the Contract without cause, Coach Pickett would be liable to the University for liquidated damages in the amount of Ten-Thousand ($10,000) Dollars for the first two years of this contract and Six-Thousand ($6,000) Dollars for the final three years of this contract. Should Coach Pickett terminate the Contract without cause to make a professional move to the University of Tennessee-Chattanooga, he would be liable to the University for liquidated damages in the amount of Five-Thousand ($5,000) Dollars. If Coach terminates this contract for any other reason than becoming employed as a head softball 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.

**Termination For Cause:** Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

**Termination for Financial Exigency:** 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.
10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. SEVERABILITY

Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

14. FORCE MAJEURE

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

BY
DONALD PICKETT, Head Coach

BY
GREGORY S. BURKE, Director of Athletics

BY
DR. PETE WARDELL, President
Demons Unlimited Foundation

BY
DR. RANDALL WEBB, President
Northwestern State University

BY
DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
Item F.9. **Southeastern Louisiana University**’s request for approval of a contract with Mr. Tim Baldwin, Head Golf Coach, effective August 1, 2013.

**EXECUTIVE SUMMARY**

Under the proposed two-year agreement, effective through July 31, 2015, Coach’s annual salary is $55,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association (LAA) may pay Coach an additional amount of $20,000 annually, in addition to the increased related benefit payments associated with this annual compensation, as follows:

- $8,000 for running golf tournaments with the condition that the golf tournaments net $40,000.
- $12,000 for corporate signage sponsorships.

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

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

In the event the University terminates the contract without cause, Coach shall be entitled to one year of the base salary or the amount due to the last day of the contract, whichever is less. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA. The liquidated damages shall be due and payable no later than (60) days from the effective date of the termination.
Executive Summary
August 20, 2013
Page 2

In the event Coach terminates the Contract without cause to become a Division 1 Golf coach, Coach would be liable to the University for liquidated damages in the amount of $15,000. If Coach terminates this contract for any reason other than becoming employed as a Division 1 head golf coach, Coach shall have no responsibility to the University.

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Tim Baldwin, Head Golf Coach, effective August 1, 2013.
July 31, 2013

Dr. Sandra Woodley
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Re: Contracts for Athletic Head Coaches

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contracts for athletic head coaches be put on the agenda for the August 2013 meeting of the Board of Supervisors.

James Brady – Track & Field/Cross Country Head Coach
Tim Baldwin – Golf Head Coach

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD GOLF COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of August, 2013 between Southeastern Louisiana University through its President, Dr. John Crain and Tim Baldwin (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of 2 Years, commencing on the 1st day of August, 2013 and terminating without further notice to COACH on the 31st day of July, 2015 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $55,000 for the term of this agreement on a bi-weekly basis.

3.2 The Lion Athletics Association ("LAA") may pay COACH $20,000, annually, payable through the University’s normal payroll process. Subsections 3.2.1 and 3.2.2 further
outline the amounts to be earned and the services to be performed. The Association is also responsible for increased related benefit payments associated with this annual compensation paid COACH.

3.2.1 The COACH shall also receive an additional $8,000 for running golf tournament with the condition that the golf tournaments NET $40,000 for all and will be dispersed under the direction of the Athletics Director. Number of tournaments will be no more than four a year. Said funds will be paid out of the Lion Athletics Association (“LAA”) General Fund Account and may be reduced within the discretion of the LAA should the tournaments (average) net less than above mentioned amount. The LAA will receive detailed accounting on each golf tournament no later than 30 business days after each event. The LAA must approve this portion of contract each year.

3.2.2 The COACH will receive $12,000 for corporate signage sponsorships and will be dispersed under the direction of the Athletics Director as long as this remains part of COACHES' responsibilities. Funds will be paid out of the Lion Athletics Association General Account.

In summary the coach’s salary shall be $75,000 dollars per year as long as conditions of this contract are met and distributed on a bi weekly basis from the university.

3.3 The COACH will also serve as Assistant Athletics Director for Corporate Sponsorships. Within this role the primary duty will be to direct/conduct golf tournaments annually. The number and date of the tournaments may change under the direction of the Athletics Director. The management of the tournament will involve solicitation of sponsors and participants along with the execution of the events.

3.4 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff
3.5 The UNIVERSITY does not guarantee amounts due under this contract beyond the current fiscal year of performance. The Lion Athletics Association is responsible for any amounts beyond the current fiscal year.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

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

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

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

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY compliance through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at their sole discretion may terminate the contract without cause as set forth in this contract. In the event the University terminates the contract, without cause, (excepted as noted in section 12.2 and 12.5) COACH shall be entitled to one year of the base salary or the amount due to the last day of the contract, whichever is lesser. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA. The liquidated damages shall be due and payable no later than (60) days from the effective date of the
termination. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

12.2 In the event COACH terminates the contract without cause to become a Division I Golf coach, COACH would be liable to the UNIVERSITY for Liquidated Damages in the amount of $15,000. The liquidated damages shall be due and payable over five (5) months in five (5) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a Division I head golf coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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

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

(b) Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.

(c) Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.

(d) Substantial and manifest incompetence

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

(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1
(h) Unethical conduct pursuant to NCAA 10.1

12.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

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

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

12.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declared 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 a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.8 Any violation of this contract is grounds for dismissal with cause.
13.0 Fundraising

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

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
INTERIM DIRECTOR OF ATHLETICS

Tim Baldwin
HEAD GOLF COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BETWEEN
Southeastern Louisiana University AND
Lion Athletics Association AND
Golf, Head Coach

AGREEMENT
HEAD GOLF COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Tim Baldwin the University Head GOLF Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head GOLF coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach as per Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletic Association acknowledges that it has agreed to pay or supplement the salary of the Head GOLF Coach in the amount as per sections 3.0 & 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

[Signature] 7/30/13
PRESIDENT - Dr. John Crain Date
Southeastern Louisiana University

[Signature] 7/30/13
Jay Artigues Date
INTERIM DIRECTOR OF ATHLETICS

[Signature] 7/30/13
Tim Baldwin Date
HEAD GOLF COACH

[Signature] 7/20/13
PRESIDENT Date
LION ATHLETIC ASSOCIATION

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

[Signature]
SECRETARY OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

14
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 20, 2013

Item F.10. Southeastern Louisiana University’s request for approval of a contract with Mr. James Brady, Head Track and Field/Cross Country Coach, effective August 1, 2013.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through July 31, 2015, Coach’s annual salary is $51,400. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may also be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available).

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

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

In the event the University terminates the contract without cause, Coach shall be entitled to one year of the base salary or the amount due to the last day of the contract, whichever is less. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be funded solely by the LAA. The liquidated damages shall be due and payable no later than (60) days from the effective date of the termination.

In the event Coach terminates the Contract without cause to become a Division 1 Head coach, Coach would be liable to the University for liquidated damages in the amount of $15,000. If Coach terminates this contract for any reason other than becoming employed as a Division 1 head coach, Coach shall have no responsibility to the University.
Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the track and/or the cross country program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. James Brady, Head Track and Field/Cross Country Coach, effective August 1, 2013.
July 31, 2013

Dr. Sandra Woodley  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana  70802  

Re: Contracts for Athletic Head Coaches

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contracts for athletic head coaches be put on the agenda for the August 2013 meeting of the Board of Supervisors.

James Brady – Track & Field/Cross Country Head Coach  
Tim Baldwin – Golf Head Coach

Your consideration is appreciated.

Sincerely,

John L. Crain  
President

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

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of August, 2013 between Southeastern Louisiana University through its President, Dr. John Crain and James Brady (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of August, 2013 and terminating without further notice to COACH on the 31st day of July 2015 unless extended under the terms of this agreement.

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

3.0 Compensation

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

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

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

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year

B. $150.00- Conference CO- Coach of the Year

C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship

D. $2,000- for each round advanced NCAA Tournament (10 individual men or 10 individual women not combined).

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

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

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

H. $250.00 Team average APR above 965

I. $100.00 Individuals that qualify for NCAA Championship-Beyond team competition (or whichever is the highest amount between letter D and I, but not both).

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

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

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

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

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

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

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

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

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

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

6.0 **Camps and Clinics**

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as
6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

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

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

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

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

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

(i) The DIRECTOR and Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

11.2 COACH is expected to demonstrate a commitment to NCAA, Conference and University compliance through monitoring COACH’s staff activities.

12.0 Termination

12.1 Either party at their sole discretion may terminate the contract without cause as set forth in this contract. In the event the University terminates the contract, without cause, (excepted as noted in
section 12.2 and 12.5) COACH shall be entitled to one year of the base salary or the amount due to the
last day of the contract, whichever is lesser. The University will be obligated to pay the amount due
from the termination date to the end of that fiscal year. The remaining amounts due beyond the current
fiscal year shall be funded solely by the LAA. The liquidated damages shall be due and payable no later
than (60) days from the effective date of the termination. Prior to termination of COACH, University
will obtain approval from the President of the University of Louisiana System.

12.2 In the event that COACH terminates the contract to take another Division I head coaching
job prior to the completion of the terms of the contract, the COACH will be liable to pay the Lion
Athletics Association $15,000. COACH will be responsible for the base salary if he/she leaves for a
conference school head coaching position. If COACH terminates this contract for any other reason than
becoming employed as a Division I Head coach, COACH shall have no responsibility, obligation, or
liability to the UNIVERSITY.

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

(a) Misconduct, including but not limited to: hostile workplace violations, documented acts of
moral turpitude, acts of violence and aggression, and insubordination
(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends
the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of
the University.
(c) Acts of violence or personal conduct, or condoning or encouraging employees or student-
athletes in such conduct, which may not warrant criminal prosecution but result in public
disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or
mission of the University.
(d) Substantial and manifest incompetence
(e) Violation or gross disregard of state or federal laws
(f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations,
policies or procedures.
(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1
(h) Unethical conduct pursuant to NCAA Bylaw 10.1

12.4 All compensation, including salary, benefits and other remuneration incidental to
employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes
cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner
by the UNIVERSITY. No damages shall be due if termination is for just cause.
12.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

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

12.7 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 a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on
the _____ day of ________________, 20__.  

__________________________________________  SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
HEAD TRACK & FIELD/ CROSS COUNTRY COACH

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

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head TRACK & FIELD/ CROSS COUNTRY coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach as per Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

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

3.

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

PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

Jay Artigues Date
INTERIM DIRECTOR of ATHLETICS

James Brady Date
HEAD TRACK & FIELD/
CROSS COUNTRY COACH

PRESIDENT Date
LION ATHLETIC ASSOCIATION

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

SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item F.11. University of Louisiana at Monroe’s request for approval of a contract with Mr. Brian Wickstrom, Athletic Director, effective July 14, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2016, Athletic Director’s annual salary is $145,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) will pay Athletic Director a premium benefit of $50,000 per year for his role as a fund raiser for the ULMAF and to promote ULM’s athletic programs.

The ULMAF will make available $10,000 annually for use by the Athletic Director to be used at his discretion as it relates to his duties as Athletic Director. In addition, the Athletic Director shall receive up to $16,000 in moving and travel expenses paid for by the ULMAF. Finally, the Athletic Director shall be entitled to a membership at a country club paid for by the ULMAF.

The ULMAF may also pay annual incentives for achieving certain fund raising goals, which are cumulative as follows:

- $8,000—Cash donations collected each year from $1.5 million to $1.999 million;
- $10,000—Cash donations collected each year from $2.0 million to $2.999 million;
- $20,000—Cash donations collected each year exceeding $3.0 million;
- $20,000—Each additional $1 million of cash donations collected each year exceeding $3.0 million.

In the event that the Athletic Director is terminated without cause by the university, Athletic Director will be paid for six months of base compensation. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the ULMAF. In the event that the Athletic Director terminates this agreement without cause, Athletic Director shall be liable to ULM for six months of base compensation.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a contract with Mr. Brian Wickstrom, Athletic Director, effective July 14, 2013.
EMPLOYMENT AGREEMENT
Director of Athletics

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 14th day of July, 2013, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Brian Wickstrom (hereinafter referred to as “AD”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of Louisiana at Monroe.

1.0 University Employment

1.1 The University does hereby employ Brian Wickstrom as AD and does hereby accept employment and agrees to perform all duties and responsibilities pertaining to athletic department which are required of AD, as well as, other duties as may be assigned by the University through its President.

1.2 AD shall be responsible, and shall report, directly to ULM’s President (the “President”) and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters. AD shall also be under the supervision of ULM’s President.

1.3 AD shall manage and supervise the Athletic department and shall perform such other duties for ULM’s athletic program as the President may assign, provided the assignment is a reasonable request for the AD at a Division I institution.

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

1.5 AD shall inform the President of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

1.6 AD shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received.

1.7 AD shall assure that all Federal, State, University of Louisiana System, University of Louisiana at Monroe, and local laws are followed. In addition, rules regulations and policies of the NCAA, University of Louisiana System and
University of Louisiana at Monroe shall be followed by AD and all employees and staff of the Athletic Department.

1.8 AD shall assure that every effort is made to incorporate athletic department employees, coaches and staff into the university’s activities, programs, and culture.

1.9 AD shall take appropriate actions to assure that the academic performance of all ULM sports meet or exceed the NCAA standards.

2.0 Position, Duties, Responsibilities

2.1 The term of this agreement is for a fixed period commencing on the 14th day of July, 2013, and terminating without further notice on the 30th day of June, 2016, unless extended under the terms of this agreement.

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

2.3 AD will develop, implement, and maintain a strategic plan for athletics to include short, intermediate, and long term plans.

2.4 AD will develop and implement an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.

3.0 Salary

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

- July 14, 2013 through June 30, 2014 $145,000 per annum
- July 1, 2014 through June 30, 2015 $145,000 per annum
- July 1, 2015 through June 30, 2016 $145,000 per annum

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 10.1.

4.0 Foundation Services

4.1 AD is an independent contractor with the ULMAF and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not
as an agent or employee of the UNIVERSITY or the ULMAF. Payments made to AD from the ULMAF shall not be considered earned income for the purpose of computation of retirement benefits with any pay received from University. No withholdings will be made from these payments, and AD shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the AD and to the Internal Revenue Service and provide a copy to ULM.

4.2 AD’s role as an independent contractor includes promotional appearances and participation in interviews and to advance the image and recognition of the University of Louisiana at Monroe and its athletic program.

4.3 AD shall receive the following annual amounts from the ULMAF on an equal monthly basis during the contract period for the AD’s services as a fundraiser, which may include participating in interviews and appearances to advance the image and recognition of the University of Louisiana at Monroe and its athletic program for the ULM athletic foundation.

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
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<tbody>
<tr>
<td>July 14, 2013 through June 30, 2014</td>
<td>$50,000 per annum</td>
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<tr>
<td>July 1, 2014 through June 30, 2015</td>
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Payment of this compensation is contingent upon AD making reasonable efforts to promote ULM’s athletic program through development, media and marketing initiatives. AD shall not reasonably refuse to personally contact sponsors and/or potential donors/sponsors to generate or increase revenues. The University shall have exclusive right to contract for program donors/sponsors for commercial endorsements by AD and to authorize the use of commercials.

4.4 $10,000 annually shall be made available from the ULMAF for use by the AD at his discretion as it relates to his duties as AD.

4.5 AD shall receive up to $16,000 in moving and travel expenses to be paid by the ULMAF. Receipts will be provided.

4.6 AD shall be entitled to a membership at a country club. Membership dues shall be the responsibility of ULMAF.

4.7 AD shall be entitled to additional compensation from the Foundation for achieving certain identified goals in the area of fund raising on behalf of the ULM athletic program. Annual period shall be defined as September 1 through August 31 for the purpose of measurement of these goals each consecutive year. This compensation is earned in AD services as independent contractor for the ULM Athletic Foundation and these general payments shall be paid by the ULM Athletic Foundation.

4.7.1 AD shall be entitled to annual incentive payments for “Cash Contributions,” defined as annual cash donations which may be restricted or non-
restricted for the advancement and/or improvement of ULM's athletic program. 
In-kind, sponsorships, ticket sales and other revenues from the operations of the 
athletic program shall not be considered for the purposes of calculating incentive 
pay. This shall be cash collected each year and not include pledges or 
accumulated amounts from prior years:

4.7.1.1 Cash contributions of $1.5 million to $1,999 million an incentive 
of $8,000;
4.7.1.2 Cash contributions of $2.0 million to $2,999 million an additional 
amount of $10,000;
4.7.1.3 Cash contributions exceeding $3 million an additional amount of 
$20,000; and
4.7.1.4 For each additional cash contributions of $1 million exceeding $3 
million raised shall earn AD an additional amount of $20,000.

5.0 Term Adjustment

5.1 This agreement may be extended with the mutual agreement of both ULM and 
AD for an additional period of two years, subject to approval of the University of 
Louisiana System Board. Should both parties desire to negotiate an extension 
such effort shall begin 90 days prior to June 30, 2016. Written consent of all 
parties to this agreement is necessary for negotiations to commence.

6.0 University Employee Benefits

6.1 AD shall participate in the mandatory benefit plan and be eligible for optional 
employee plans as would any other university unclassified employee. Such 
benefit will be based upon AD's annual salary as provided by University.

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

6.3 AD shall be provided a cell phone and a tablet computer which shall be paid by 
the University.

7.0 Outside Income – Subject to Compliance with Board Rules

7.1 AD shall be authorized to earn other revenue while employed by the University, 
but such activities are independent of the University employment and the 
University shall have no responsibility for any claims arising there from. All 
outside income will be subject to approval in accordance with state statute and the 
Board of Supervisors for the University of Louisiana System policies. (Adopted
2/24/95). Declaration of outside employment shall be reported through appropriate university forms

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

8.0 Compliance with NCAA, Conference and University Rules

8.1 AD shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisor rules, federal laws, and the Laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, AD shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). AD may be suspended for a period of time, without pay, or the employment of AD may be terminated if AD is found in violation of NCAA Level One or Level Two violations.

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

9.0 Athletic Department Staff

9.1 AD shall have the authority to select unclassified athletic department personnel (within the established budget) upon authorization by the President, and approval by the Board of Supervisors for the University of Louisiana System. AD is expected to supervise athletic department staff to assure compliance with NCAA, Conference and University rules and regulations.

10.0 Termination

10.1 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. Should the University, with prior approval of the President of the University of Louisiana System, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to AD for six months of base compensation. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the ULMAF.
If AD terminates this Agreement without just cause prior to the expiration of its Term, then AD shall pay six (6) months base compensation to the University as liquidated damages.

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

10.3 AD 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, AD will receive six (6) months notice of termination or six (6) months base pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10.4 Upon termination of this agreement by either party for any reason, any entitlement to any form of compensation specified in this contract derived from the ULMADF including contract payments, courtesy automobile or stipend, etc., will cease seven (7) days after termination.

11.0 University Fundraising

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

12.0 Severability

12.1 If any provision of the Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
13.0 **Force Majeure**

13.1 Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

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

WITNESSES:

[Signatures]

Dr. Nick J. Bruno  
President

Dr. Brian Wickstrom  
Director of Athletics

Dr. Sandra Woodley, System President  
University of Louisiana System

Jeff Foote, President  
ULM Athletic Foundation

EXECUTIVE SUMMARY

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

This is a report only and no action by the Board is necessary.
University of Louisiana System

SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES

June 12 to August 4, 2013

Grambling State University
Prior to the start of the 2013 school year, the Department of Athletics sponsored a Back to School Supply Drive for students in Lincoln Parish.

Louisiana Tech University
Travis Wilmore was one of only two in-state student-athletes to earn honors on the 2013 Cleveland Golf/Srixon All-America Scholars team released by the Golf Coaches Athletic Association. Wilmore joins Southeastern’s Rhys West as the lone two golfers from Louisiana-based Division I programs to earn the prestigious honor. The duo were two of 152 Division I players nationwide to be named to the team.

Teresa Weatherspoon is accustomed to making history. The five-time WNBA all-star and current Louisiana Tech women’s basketball coach continued that trend when it was announced that she will be the first WNBA great to join the National Basketball Retired Players Association. The announcement came from the NBRPA, the only alumni association directly supported by both the NBA and National Basketball Players Association (NBPA), after an historic vote by its board of directors to welcome in former WNBA players as members.

Taylor Terrasas and Phil Maton each earned second team honors on the 2013 Louisiana Sports Writers Association all-state baseball team.

McNeese State University
For the third straight year, the McNeese women’s track and field team topped the Southland Conference in athletes named to the Division I Women’s Track & Field All-Academic Team, as announced by the U.S. Track & Field and Cross Country Coaches Association. The Cowgirls had three student-athletes named to the team – Jasmine Cornelius, Paige Lynch, and Jasmine Webb. On the men’s side, the Cowboys also placed three on the team, a league-best -- Alex Bruce-Littlewood, Stephen Eccles, and Jarrett LeBlanc.

McNeese athletics had a school record four student-athletes named as 2013 National Strength and Conditioning Association (NSCA) All-American Strength and Conditioning Athletes of the Year. Those four named are football’s Terence Cahee and Ford Smesny, women’s basketball’s Ashlyn Baggett, and volleyball’s Courtnie Bauer. The NSCA All-American Strength and Conditioning Athletes of the Year program recognizes those collegiate athletes, whose athletic accomplishments, in the opinion of their strength coaches, reflect their dedication to strength training and conditioning.
McNeese softball placed four players on the Southland Conference all-academic team. Meagan Bond, Alanna DiVittorio, Katie Roux, and Lauren Langner were named to the team with Bond and DiVittorio named to the first team and Roux and Langner selected to the second team.

Connor Lloyd was named to the Southland Conference All-Academic Baseball first team along with Taylor Drake and Andrew Guillotte named to the second team.

Kartavius Hamilton earned USA Track and Field Junior All-America honors following a fifth place overall showing at the 2013 USA Junior Outdoor Track and Field Championships.

Six track and field athletes were named to the 2013 Southland Conference All-Academic squad.

Thirteen McNeese men’s and women’s outdoor track and field athletes representing 20 different events have been named to the 2013 Louisiana Sports Writers Association Track and Field team. The team is made up of the top three times and marks in each event based on school lists and NCAA and NAIA top time lists.

Nicholls State University
Jaimee Springer was named the 2013 Southland Conference Outdoor Track and Field Student-Athlete of the Year in conjunction with the release of the all-academic teams for cross country and indoor and outdoor track and field, becoming the first student-athlete ever at Nicholls to earn the award. Springer was also named to the All-Louisiana Track and Field team by the Louisiana Sports Writers Association.

An historic run that saw her become the first All-American in school history, javelin thrower Jaimee Springer claimed one more honor for her record-breaking season as she was named a U.S. Track & Field and Cross Country Coaches Division I All-Academic honoree. To qualify, nominees much have a 3.25 grade point average or higher and have participated in any round of the NCAA Division I Championships.

In softball, Ashley Bertot was named first-team All-Academic in the Southland Conference.

For the second consecutive season, the baseball team had two players rewarded for their accomplishments on the field and in the classroom, as Tyler Duplantis and Jordan McCoy were named to the Southland Conference All-Academic second team.

Northwestern State University
Five members of the softball team earned Southland Conference All-Academic honors for the 2013 season. Kylie Roos, Tara McKenney, and Brianna Rodriguez earned first team honors, followed by Brittany Virgoe and Cali Burke earning second team selections.

Nick Purdy was named to the Southland Conference All-Academic Baseball second team.

Quiana Griffin was named to the 2013 Southland Conference All-Academic Track & Field team.
Five track and field competitors officially joined an elite club when the Demons 4x100 meter relay team of Gabe White, Hanoj Carter, Kendal Taylor, Justin Walker along with Janae Allen in the women’s discus received All-America honors. The U.S. Track & Field and Cross Country Coaches Association, based in New Orleans, released its list of All-America winners from the NCAA Division I Outdoor Track and Field Championships in Eugene, Oregon. First-team All-Americans were top eight finishers, while those who finished in places 9-16 earned second-team honors.

Co-head volleyball coach Stephanie Hernesman has been named to the University of Wisconsin-Whitewater Hall of Fame along with eight other inductees. Formerly Stephanie Everett, she was a four-year letter winner as an outside hitter from 1995-98. She was a three-time all-conference pick and was named to the American Volleyball Coaches Association All-Region team in 1996 and 1997.

**Southeastern Louisiana University**
The men’s golf team was one of 81 Division I programs to receive the Golf Coaches Association of America Team All-Academic Award presented by Farmers Insurance. To be eligible for the honor, a team had to post a team grade point average of 3.00 or above. The Lions and Stephen F. Austin were the only two Southland Conference programs on the list.

Rhys West was one of 152 Division I student-athletes named as a Cleveland Golf/Srixon All-America Scholar in an announcement by the Golf Coaches Association of America.

Jameson Fisher was one of 32 standout freshman college baseball players featured on the 2013 National Collegiate Baseball Writers Association Freshman All-American Team.

After excelling both academically and athletically, Kelsey Nichols and Megan McCollum were named to the Southland Conference Softball All-Academic second team.

For the second consecutive season, Jordan Hymel was named to the Southland Conference All-Academic Baseball first team, joined by Sean Kennel and Harry Slade named to the second team.

Three track and field athletes were named to the Southland Conference 2012-13 All-Academic Cross Country and Indoor and Outdoor Track & Field teams: Kierra Crews, Brittany Pfantz, and Vance Law.

Mason Klotz was named to the 2013 All-Louisiana College Baseball second team by the Louisiana Sports Writers Association.

Misha Frazier was named the Louisiana Female Freshman of the Year in conjunction with the special award winners on the 2013 Louisiana Sports Writers Association Track and Field Team.

**University of Louisiana at Lafayette**
The baseball quartet of Caleb Adams, Dex Kjerstad, Austin Robichaux, and Tyler Girouard has been named to the 2013 American Baseball Coaches Association South Central All-Region. Adams and Kjerstad were first team selections. Robichaux and Girouard received second team honors.
Elfrid Payton may have been one of the last players invited to the USA Basketball U19 tryouts, but that proved to be no indication of his ability to impact the team. Payton was one of 12 players who represented the United States in the FIBA World Championships, and helped them win the Gold Medal.

The two teams that battled for an NCAA Regional Championship at the start of the month at Alex Box Stadium Skip Bertman Field dominated the first team and special awards of the 2013 All-Louisiana College Baseball Team as selected by the Louisiana Sports Writers Association. The Louisiana Ragin’ Cajuns, who advanced to the championship round of the Baton Rouge regional, and College World Series participant LSU, captured every one of the 14 spots on the first team, splitting the spots down the middle with seven each. LSU picked up four of the five special awards given each year with the Cajuns getting the other.

University of Louisiana at Monroe
The rising academic success of ULM men’s basketball program was further confirmed as they earned Team Academic Excellence Awards from the National Association of Basketball Coaches (NABC). ULM was one of only 21 NCAA Division I men’s basketball programs to be honored. “We are honored to receive this recognition for academic excellence from the NABC,” said head coach Keith Richard. “This is another example of the commitment that our players, coaches and administration have made toward success in the classroom.” Created by the NABC Committee on Academics, the Team Academic Excellence Award recognizes superior academic achievement by a team with a cumulative GPA of 3.0 or better for the 2012-13 season.

Alison Knowles, Valentine Loge, and Angela No were named Women’s Golf Coaches Association Academic All-American Scholars. The honorees must maintain at least a 3.50 GPA in the 2012-13 school year to earn the prestigious designation. Knowles, Loge, and No were also part of a 2012-13 Warhawks squad that earned its best-ever finish in a conference tournament since joining the Sun Belt.

A total of six Warhawks earned All-Louisiana honors following a strong track and field season. Those honored by the Louisiana Sports Writer’s Association were: Clint Broussard, Isaac Grieder, Jonathon Mack, Daniel Mutai, Jamel Sams, and Martin Soloman.

University of New Orleans
The first-year UNO track and field program placed Brandon Knight and Matti Mortimore on the All-Louisiana squad of the Louisiana Sports Writers Association. Knight was also tabbed “Newcomer of the Year.”

The Southland Conference has undergone several transformations over its 50 years of existence, making its most recent change official on July 1 with the addition of four schools including the University of New Orleans. UNO joins the Frisco, Texas-based conference alongside Abilene Christian University, Houston Baptist University, and the University of Incarnate Word in San Antonio. These additions allow the Southland to grow to a 14-team league for the first time in its history.