BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, June 25, 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 April 24, 2013 Executive Committee minutes and April 30, 2013 Board Meeting minutes, and ratification of actions taken at April 30, 2013 Executive Committee meeting.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Louisiana Tech University’s request for approval to revise the alignment of the Computer Information Systems Group from the Management Department to the School of Accountancy in the College of Business.

2. Nicholls State University’s request for approval of a Letter of Intent/Proposal for a new Post Baccalaureate Certificate in Applied Business to be housed in the College of Business.

3. Nicholls State University’s request for approval of Academic Structural Changes, including the following: (1) the petroleum services and safety technology programs now housed in the Department of Applied Sciences in the College of Arts and Sciences would be converted to full department status; and (2) for administrative and organizational purposes, this new department would be named the Department of Petroleum Engineering Technology and Safety Management and would be housed in the University College.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
4. **Southeastern Louisiana University**’s request for approval of a Letter of Intent to establish a Bachelor of Science degree program in Health Management Systems.

5. **University of Louisiana at Lafayette**’s request for approval of a Proposal for a Master of Science degree program in Accounting.

6. Other Business

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<th>F. REPORT OF ATHLETIC COMMITTEE</th>
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<td>9. <strong>Southeastern Louisiana University</strong>’s request for approval of a contract with Ms. Lori Davis Jones, Women’s Basketball Head Coach, effective June 1, 2013.</td>
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<td>10. <strong>Southeastern Louisiana University</strong>’s request for approval of a contract with Mr. Clyde Langlois, Women’s Softball Head Coach, effective June 1, 2013.</td>
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11. University of Louisiana at Monroe's request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2013.

12. University of Louisiana at Monroe's request for approval of a contract with Mr. Steve Farmer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2013.

13. University of Louisiana at Monroe's request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2013.

14. University of Louisiana at Monroe's request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2013.

15. University of Louisiana at Monroe's request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2013.

16. University of Louisiana at Monroe's request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2013.

17. University of Louisiana at Monroe's request for approval of a contract with Mr. Troy Reffett, Defensive Coordinator/Assistant Football Coach, effective July 1, 2013.

18. University of Louisiana at Monroe's request for approval of a contract with Mr. Everett Todd, Assistant Football Coach, effective July 1, 2013.

19. University of Louisiana at Monroe's request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2013.


21. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System's request for approval of System Universities' Fiscal Year 2013-14 Internal Audit Plans.

2. University of Louisiana System's report on internal and external audits submitted for the period of April 13 to June 14, 2013.

3. Other Business
H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Grambling State University’s request for preliminary approval for issuance of University of Louisiana System Revenue Bonds not exceeding $7,500,000 for the benefit of Grambling State University, authorizing the issuance of a Notice of Intention, making application to the State Bond Commission, and providing for other matters in connection therewith.

2. Louisiana Tech University’s request for approval to execute an amendment to the cooperative endeavor agreement and to execute a second conveyance and assignment, subject to review and approval of Board staff and counsel, that will transfer ownership of the third well and associated components to the City of Ruston.

3. McNeese State University’s request for approval to enter into a new Cooperative Endeavor/Intergovernmental Agreement with Calcasieu Parish Police Jury involving the Burton Memorial Coliseum Complex.

4. McNeese State University’s request for approval to enter into a ground lease with the McNeese State University Alumni Association to construct an outdoor pavilion at “the Grove” immediately adjacent to and south of the Alumni Center and to accept the donation of the pavilion from the Alumni Association upon the completion of construction.

5. Nicholls State University’s request for approval to name the culinary arts classroom building “Lanny D. Ledet Culinary Arts Building,” in memory of the late Lanny D. Ledet.

6. Nicholls State University’s request for approval to name the bistro dining area in the culinary arts classroom building “Bistro Ruth Fertel,” in memory of the late Ruth Fertel.

7. Nicholls State University’s request for approval to name Room 208, Gouaux Hall, The Marilyn Kilgen Laboratory of Biological Sciences.

8. Northwestern State University’s request to permit Tri Sigma to transfer their right to lease their old sorority home, located on Greek Hill, to Theta Chi Fraternity.

9. University of Louisiana at Monroe’s request for approval to lease 4407 Bon Aire Drive to the ULM Alumni Association.

10. Other Business
I. REPORT OF FINANCE COMMITTEE

1. Nicholls State University’s request for approval to change the Terrebonne General Medical Center Endowed Chair in Nursing into four super professorships: The Terrebonne General Medical Center Endowed Professorship (4) with each having a value of $250,000.

2. Northwestern State University’s request for approval of an Affiliation Agreement between Northwestern State University and the Demons Unlimited Foundation.

3. University of Louisiana System’s request for approval to authorize a Building Use Fee pursuant to House Bill 671 of the Regular Session of the 2013 Louisiana Legislature.

4. University of Louisiana System’s request for approval of payments made by nonprofit organizations to employees of the University of Louisiana System during Fiscal Year 2012 in accordance with provision of Louisiana Revised Statute (R.S.) 17:3390(F).

5. University of Louisiana System’s discussion of Fiscal Year 2012-13 third quarter financial reports and ongoing assurances.

6. Other Business

J. REPORT OF PERSONNEL COMMITTEE

1. Louisiana Tech University’s request for approval to appoint Dr. Stan A. Napper as Vice President for Research and Development effective July 1, 2013.

2. Louisiana Tech University’s request for approval to appoint Dr. Sheryl Shoemaker as Interim Dean of the Graduate School effective July 1, 2013.

3. Louisiana Tech University’s request for approval to appoint Dr. Hisham Hegab, Interim Dean of the College of Engineering and Science effective July 1, 2013.

4. Southeastern Louisiana University’s request for approval to appoint Dr. Shirley Jacob as Interim Dean of the College of Education effective June 3, 2013.

5. Southeastern Louisiana University’s request for approval to appoint Mr. Jay Artigues as Interim Director of Athletics effective June 7, 2013.

6. University of New Orleans’ request for approval to appoint Dr. Gregg Lassen as Vice President for Business Affairs effective July 1, 2013.
7. University of New Orleans’ request for approval to appoint Dr. Kenneth Sewell as Vice President for Research and Economic Development effective July 1, 2013.

8. University of New Orleans’ request for approval to appoint Dr. John A. Williams as Dean of the College of Business Administration effective July 1, 2013.

9. University of New Orleans’ request for approval to appoint Dr. Darrell Kruger as Dean of the College of Education and Human Development effective July 1, 2013.

10. University of New Orleans’ request for approval to appoint Dr. Kevin Graves as Interim Dean of the College of Liberal Arts effective August 1, 2013.

11. Other Business

K. SYSTEM PRESIDENT’S BUSINESS

1. Personnel Actions

2. System President’s Report

3. Nicholls State University’s Presentation

4. Appointment of Mr. Larry Howell as Interim President of Nicholls State University effective August 1, 2013.

5. Other Business

L. BOARD CHAIR’S BUSINESS

1. Board Chair’s Report

2. Executive Session, pursuant to R.S. 42:16, will be required to discuss the following litigation: United States of America v. Lincoln Parish School Board, et al., United States District Court, Western District of Louisiana, Monroe Division No. 3:66-cv-12071.

3. Other Business

M. Other Business

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.1. Northwestern State University's request for approval of an amendment to a contract with Mr. Lane Burroughs, Head Men's Baseball Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In August of 2012 the Head Men's Baseball Coach and the University entered into a contractual agreement and subsequently amended in September of 2012 and February of 2013. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 housing stipend of $833.33 per month on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals. Coach will earn an additional $2,000 salary supplement for advancing to the Super Regionals and an additional $10,000 for advancing to the College World Series. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as "Southland Conference Coach of the Year."
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of an amendment to a contract with Mr. Lane Burroughs, Head Men's Baseball Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Thomas Lane Burroughs (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective July 1, 2012, and subsequently amended on September 28, 2012 and February 26, 2013, whereby NSU agreed to employ and COACH accepted employment as the Head Baseball Coach of NSU under such terms and conditions as set forth within.

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

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

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

   During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 housing stipend of $833.33 per month on an as funds available basis.
   - COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals. COACH will earn an additional $2,000 salary supplement for advancing to the Super Regionals and an additional $10,000 for advancing to the College World Series. Furthermore, COACH shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
   - COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

Elen Welch

THOMAS LANE BURROUGHS, Head Baseball Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

Pam Cook

DR. RANDALL J. WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.2. Northwestern State University’s request for approval of an amendment to a contract with Mr. Hugh Hernesman, Co-Head Women’s Volleyball Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In March of 2013 the Co-Head Women’s Volleyball Coach and the University entered into a contractual agreement. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 housing stipend of $833.33 per month on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA tournament. Coach will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament and will receive an additional $3,000 should his team qualify for the “Sweet 16” in the NCAA tournament. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contract with Mr. Hugh Hernesman, Co-Head Women’s Volleyball Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN’S VOLLEYBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Hugh Hernesman (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective March 1, 2013, and whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Volleyball Coach of NSU under such terms and conditions as set forth within.

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

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

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

    During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 housing stipend of $833.33 per month on an as funds available basis.
    • COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA tournament. Coach Hernesman will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament and will receive an additional $3,000 should his team qualify for the “Sweet 16” in the NCAA tournament. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
    • COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

HUGH HERNESMAN, Co-Head Women’s Volleyball Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIC, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.3. Northwestern State University’s request for approval of an amendment to a contract with Mr. George Van Linder, Head Women’s Soccer Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In January of 2012 the Head Women’s Soccer Coach and the University entered into a contractual agreement and subsequently amended in September of 2012 and February of 2013. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 $500 per month on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA tournament. Coach will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament and will receive an additional $3,000 should his team qualify for the “Sweet 16” in the NCAA tournament. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contract with Mr. George Van Linder, Head Soccer Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD WOMEN’S SOCCER COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "NSUF"), Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU") and George Van Linder (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective January 19, 2012, and subsequently amended on September 28, 2012 and February 26, 2013, whereby NSU agreed to employ and COACH accepted employment as the Head Women’s Soccer Coach of NSU under such terms and conditions as set forth within.

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

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

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

During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 $500 per month on an as funds available basis.
- COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA tournament. Coach Hernesman will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament and will receive an additional $3,000 should his team qualify for the “Sweet 16” in the NCAA tournament. Furthermore, COACH shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

GEORGE VAN LINDER, Head Women's Soccer Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

DR. RANDALL WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.4. Northwestern State University’s request for approval of an amendment to a contract with Mr. Mike McConathy, Head Men’s Basketball Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In May of 2011 the Head Men’s Basketball Coach and the University entered into a contractual agreement and subsequently amended in February of 2013. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 participating in a pre-game and post-game radio show on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA or NIT tournament. Coach will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA/NIT tournament and will receive an additional $5,000 should his team qualify for the “Sweet 16” in either tournament. Coach will receive $10,000 for each round his team wins beyond the round of “Sweet 16” and $25,000 for winning the NCAA or NIT Tournament. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contract with Mr. Mike McConathy, Head Men’s Basketball Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Mike McConathy (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective May 1, 2011, and subsequently amended on February 26, 2013, whereby NSU agreed to employ and COACH accepted employment as the Head Men's Basketball Coach of NSU under such terms and conditions as set forth within.

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

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

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

   During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 participating in a pre- and post-game radio show on an as funds available basis.
   - COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA or NIT tournament. COACH will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA/NIT tournament and will receive an additional $5,000 should his team qualify for the “Sweet 16” in either tournament. COACH will receive $10,000 for each round his team wins beyond the round of “Sweet 16” and $25,000 for winning the NCAA or NIT Tournament. Furthermore, COACH shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
   - COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

Mike McConathy, Head Men’s Basketball Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.5. Northwestern State University’s request for approval of an amendment to a contract with Mr. Donald Pickett, Head Women’s Softball Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In July of 2010 the Head Women’s Softball Coach and the University entered into a contractual agreement and subsequently amended in October of 2011 and February of 2013. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals. Coach will earn an additional $2,000 salary supplement for advancing to the Super Regionals and an additional $10,000 for advancing to the College World Series. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contract with Mr. Donald Pickett, Head Women’s Softball Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached *Head Coaches Contract Amendments* to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pC

Attachment
EMPLOYMENT AMENDMENT
HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Donald Pickett (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective July 1, 2010, and subsequently amended on October 27, 2011 and February 26, 2013, whereby NSU agreed to employ and COACH accepted employment as the Head Softball Coach of NSU under such terms and conditions as set forth within.

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

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

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

During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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.
- COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team is selected to play in the NCAA Regionals. COACH will earn an additional $2,000 salary supplement for advancing to the Super Regionals and an additional $10,000 for advancing to the College World Series. Furthermore, COACH shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

DONALD PICKETT, Head Softball Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.6. Northwestern State University’s request for approval of an amendment to a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In April of 2012 the Co-Head Women’s Basketball Coach and the University entered into a contractual agreement and subsequently amended in September of 2012 and February of 2013. The University is now requesting that the salary supplements/incentives outlined in her contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 $700 per month on an as funds available basis.
- Coach will receive an annual $2,000 stipend for participating in pre-game and post-game radio interviews on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if her team is selected to play in the NCAA/NWIT tournament. Coach will earn an additional $2,000 salary supplement for each round her NSU team wins in the NCAA/NWIT tournament and will receive an additional $5,000 should her team qualify for the “Sweet 16” in either tournament. Coach will receive $10,000 for each round her team wins beyond the round of “Sweet 16” and $25,000 for winning the NCAA/NWIT Tournament. Furthermore, Coach shall receive a $1,500 salary supplement should she be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Brooke Stoehr (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective April 17, 2012, and subsequently amended on September 28, 2012 and February 26, 2013, whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Basketball Coach of NSU under such terms and conditions as set forth within.

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

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

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

During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in her contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 $700 per month on an as funds available basis.
- COACH will receive an annual $2,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if her team is selected to play in the NCAA or NWIT tournament. COACH will earn an additional $2,000 salary supplement for each round her NSU team wins in the NCAA/NWIT tournament and will receive an additional $5,000 should her team qualify for the “Sweet 16” in either tournament. COACH will receive $10,000 for each round her team wins beyond the round of “Sweet 16” and $25,000 for winning the NCAA or NWIT Tournament. Furthermore, COACH shall receive a $1,500 salary supplement should she be selected as “Southland Conference Coach of the Year.”
- COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

Erin Welch
BROOKE STOEHR, Co-Head Women’s Basketball Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

Pam Cook
DR. RANDALL J. WEBB, President
Northwestern State University

DR. SANDRA WOODLEY, President
University of Louisana System
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 25, 2013

Item F.7. Northwestern State University's request for approval of an amendment to a contract with Mr. Jay Thomas, Head Football Coach, effective June 25, 2013.

EXECUTIVE SUMMARY

In January of 2013 the Head Football Coach and the University entered into a contractual agreement. The University is now requesting that the salary supplements/incentives outlined in his contract be paid to Coach by the Northwestern State University (NSU) Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and Coach shall be responsible for all applicable taxes. The NSU 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 $2,500 stipend for participating in pre-game and post-game radio interviews on an as funds available basis.
- Coach will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA FCS playoffs. Coach will earn an additional $2,000 salary supplement for each round his NSU team wins in the FCS playoffs and will receive an additional $5,000 should his team qualify for the FCS National Championship game and an additional $10,000 if his team wins the FCS national championship. Furthermore, Coach shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of an amendment to a contract with Mr. Jay Thomas, Head Football Coach, effective June 25, 2013.
June 5, 2013

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

Re: Head Coaches Contract Amendments

Dear Dr. Woodley:

Northwestern State University is submitting the attached Head Coaches Contract Amendments to be placed on the agenda for the June 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]
Randall J. Webb
President

R JW/pc
Attachment
EMPLOYMENT AMENDMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 25th day of June, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Jay Thomas (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective January 5, 2013, and whereby NSU agreed to employ and COACH accepted employment as the Head Football Coach of NSU under such terms and conditions as set forth within.

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

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

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

During the time of employment as head coach, COACH will have the opportunity to receive the earned salary supplements/incentives outlined in his contract. These supplements/incentives will be paid to COACH by the NSU Foundation. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments and COACH shall be responsible for all applicable taxes. The NSU 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 $2,500 stipend for participating in pre- and post-game radio interviews on an as funds available basis.
- COACH will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA FCS playoffs. COACH will earn an additional $2,000 salary supplement for each round his NSU team wins in the FCS playoffs and will receive an additional $5,000 should his team qualify for the FCS National Championship game and an additional $10,000 if his team wins the FCS national championship. Furthermore, COACH shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.”
- COACH is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

This Amendment is effective June 25, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

JAY THOMAS, Head Football Coach

GREGORY S. BURKE, Director of Athletics

DR. CHRIS MAGGIO, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

DR. SANDRA WOODLEY, President:
University of Louisiana System
Item F.8. Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2014, Coach’s annual salary is $48,856, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the contract without cause, Coach shall be entitled to $15,000 payable by the Lion Athletic Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the Lion Athletic Association for liquidated damages in the amount of $15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. If Coach terminates this contract for any other reason than becoming employed as a Division 1 Head Tennis 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 women’s tennis program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletic Association each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2013.
June 5, 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 June 2013 meeting of the Board of Supervisors.

Clyde Langlois – Women’s Softball Head Coach  
Lori Davis Jones – Women’s Basketball Head Coach  
Jason Hayes – Women’s Tennis Head Coach

Your consideration is appreciated.

Sincerely,

John L. Crain  
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S TENNIS COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2013 and terminating without further notice to COACH on the 31st day of May 2014 unless extended under the terms of this agreement.

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

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

3.0 Compensation

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

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

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

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. 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 WOMEN'S TENNIS Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

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

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

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

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

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.2.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

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

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

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association. 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 Tennis 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. In this provision as in provision 12.5 neither the university or the employee is liable for any buyouts.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN’S TENNIS program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. 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 shall be entitled to $15,000. 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

Bart Bellairs
DIRECTOR OF ATHLETICS

Jason Hayes
HEAD WOMEN’S TENNIS COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

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

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN’S TENNIS coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the 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 WOMEN’S TENNIS Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

PRESIDENT -Dr. John Crain
Southeastern Louisiana University

Bart Bellairs
ATHLETICS DIRECTOR

Jason Hayes
HEAD WOMEN’S TENNIS COACH

PRESIDENT
LION ATHLETIC ASSOCIATION

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

the ______ day of ______________________, 20______

SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item F.9. Southeastern Louisiana University’s request for approval of a contract with Ms. Lori Davis Jones, Head Women’s Basketball Coach, effective June 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2014, Coach’s annual salary is $86,647. 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 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 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 $15,000 payable by the Lion Athletic Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the Lion Athletic Association for liquidated damages in the amount of $15,000. Coach will be responsible for the base salary if she leaves for a conference school head coaching position. If Coach terminates this contract for any other reason than becoming employed as a Division 1 Head Basketball 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 women’s basketball program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletic Association each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Ms. Lori Davis Jones, Head Women’s Basketball Coach, effective June 1, 2013.
June 5, 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 June 2013 meeting of the Board of Supervisors.

Clyde Langlois – Women's Softball Head Coach  
Lori Davis Jones – Women’s Basketball Head Coach  
Jason Hayes – Women's Tennis Head Coach

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain  
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

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

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

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

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
1.5 COACH shall schedule an appropriate number of guarantee WOMEN’S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN’S BASKETBALL 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 1 year, commencing on the 1st day of June, 2013 and terminating without further notice to COACH on the 31st day of May 2014 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 $86,647 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 fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 12.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. 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 WOMEN'S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

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

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

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

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

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

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

(f) The COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.
5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All these and other monies received by coaches and employees for the show must be approved by the DIRECTOR prior to payment of services rendered. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff
(NCAA Bylaw 11.1.2.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

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

11.2 COACH is expected to supervise WOMEN’S BASKETBALL Staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract. In the event the UNIVERSITY terminates the Contract, without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion
Athletics Association. Prior to the termination of COACH, University will obtain approval from the President of the University of Louisiana System.

12.2 In the event the 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 Basketball 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 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 WOMEN’S BASKETBALL 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 shall be
entitled to $15,000. 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

Bart Bellairs
DIRECTOR OF ATHLETICS

Lori Davis Jones
HEAD WOMEN'S BASKETBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BETWEEN: Southeastern Louisiana University AND
Lion Athletics Association AND
Women’s Basketball, Head Coach

AGREEMENT
HEAD WOMEN’S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Lori Davis Jones the University Head WOMEN’S BASKETBALL Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN’S BASKETBALL 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 the 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 WOMEN’S BASKETBALL Coach in the amount as per paragraphs 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

Dr. John Crain 6/5/13
PRESIDENT
Southeastern Louisiana University

Bart Bellairs 6/5/13
ATHLETICS DIRECTOR

Lori Davis Jones 6/5/13
HEAD WOMEN'S BASKETBALL COACH

6/5/2013
PRESIDENT
LION ATHLETICS 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.10. Southeastern Louisiana University’s request for approval of a contract with Mr. Clyde Langlois, Head Softball Coach, effective June 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2014, Coach’s annual salary is $49,991, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the contract without cause, Coach shall be entitled to $15,000 payable by the Lion Athletic Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the Lion Athletic Association for liquidated damages in the amount of $15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. If Coach terminates this contract for any other reason than becoming employed as a Division 1 Head Softball 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 softball program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletic Association each have an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approved Southeastern Louisiana University's request for approval of a contract with Mr. Clyde Langlois, Head Softball Coach, effective June 1, 2013.
June 5, 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 June 2013 meeting of the Board of Supervisors.

Clyde Langlois – Women’s Softball Head Coach
Lori Davis Jones – Women’s Basketball Head Coach
Jason Hayes – Women’s Tennis Head Coach

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2013 and terminating without further notice to COACH on the 31st day of May 2014 unless extended under the terms of this agreement.

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

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

3.0 Compensation

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

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

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

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. 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
5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff (NCAA Bylaw 11.1.2.1). If COACH is found in violation of NCAA regulations, the COACH
shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

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

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

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract. In the event the UNIVERSITY terminates the Contract, without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association. Prior to the termination of COACH, University will obtain approval from the President of the University of Louisiana System.
12.2 In the event the 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 Softball 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. In this provision, neither the university or the employee is liable for any buyouts.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the SOFTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. 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 shall be entitled to $15,000. 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
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
HEAD SOFTBALL COACH

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

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head SOFTBALL coach. To that end, the Lion Athletic Association agrees to pay any sums which may be due upon the termination of the Head Coach 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 SOFTBALL Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

PRESIDENT -Dr. John Crain  
Southeastern Louisiana University  

Bart Bellairs  
ATHLETICS DIRECTOR  

Clyde “Pete” Langlois  
HEAD SOFTBALL COACH  

PRESIDENT  
LION ATHLETIC ASSOCIATION  

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

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.11. University of Louisiana at Monroe’s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Bryan Applewhite, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President

Office of the President • 700 University Avenue • Monroe, LA 71209-3000  
Phone: (318) 342-1010 • Fax: (318) 342-1019  
A Member of the University of Louisiana System • AA/EOE
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Bryan Applewhite (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements /incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

**Athletics Competition Incentives**
Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

If current Head Coach departs University by his choosing prior to the expiration of this agreement, this agreement will automatically terminate.
8.3 Just cause for termination shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA Level One or Level Two Violations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of ULM. Death of Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with COACH's ability to perform essential functions and duties as a football coach.

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Bryan Applewhite
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.12. University of Louisiana at Monroe’s request for approval of a contract with Mr. Steve Fermer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through June 30, 2015, Coach’s annual salary is $121,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The ULM Athletic Foundation is responsible for the remaining months in the agreement (the next: July 1 through expiration). If Coach terminates the agreement without cause between July 1 and December 1 of 2013, or between March 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System does hereby approve University of Louisiana at Monroe's request for approval of a contract with Mr. Steve Farmer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Steve Farmer, Offensive Coordinator/Assistant Head Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2015.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach
(Coordinator)

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Steve Farmer (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

2.1 The term of this agreement is for a fixed period of two years, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $121,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.
Incentives will be payable to COACH from the ULM AF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULM AF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH's base annual salary as provided by University.

5.2 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. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $300.00 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.

5.3 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.

5.4 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) and in accordance with Division of Administration State Travel Policies.

5.5 COACH shall be provided a monthly cell phone allowance of $65 per month.
6.0 Outside Income – Subject to Compliance with Board Rules

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

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

7.0 Compliance with NCAA, Conference and University Rules

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. 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 in monthly installments.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 OR between March 1st and December 1st of 2014, 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.

If current Head Coach departs University by his choosing prior to the expiration of this agreement, this agreement will automatically terminate.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Matz

Judy Roger

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Steve Farmer
Associate Head Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.13. University of Louisiana at Monroe’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Jerry McManus, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Jerry McManus (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives
Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. 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)

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

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

[Signatures]

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Jerry McManus
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.14. University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Jason Nichols, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
UNIVERSITY OF LOUISIANA AT MONROE  
Assistant Football Coach  

TERMS OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF OUACHITA  

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Jason Nichols (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.  

1.0 Employment  

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.  

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)  

2.0 Term  

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements /incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives
Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH's base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

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

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

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

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

8.0  Termination

8.1  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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2  Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

[Signatures]

Dr. Nick J. Bruno  
President

Robert Staub  
Director of Athletics

Jason Nichols  
Assistant Football Coach

Dr. Sandra Woodley, System President  
University of Louisiana System

Jeff Foote, President  
ULM Athletic Foundation
Item F.15. University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Travis Niekamp, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

[Signature]

Nick J. Bruno, Ph.D.
President
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Travis Niekamp (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements /incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. 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)

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

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

If current Head Coach departs University by his choosing prior to the expiration of this agreement, this agreement will automatically terminate.
8.3 Just cause for termination shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA Level One or Level Two Violations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of ULM. Death of Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with COACH's ability to perform essential functions and duties as a football coach.

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

[Signatures]

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Travis Nickamp
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.16. University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $20,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Mario Price, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Mario Price (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $20,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH's base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

Kathy Masters

Dr. Nick J. Bruno
President

Judy Rogers

Robert Staub
Director of Athletics

Therese A. Shaw

Mario Price
Assistant Football Coach

Roberto Banta

Dr. Sandra Woodley, System President
University of Louisiana System

Cheryl A. Shaw

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.17. University of Louisiana at Monroe’s request for approval of a contract with Mr. Troy Reffett, Defensive Coordinator/Assistant Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through June 30, 2015, Coach’s annual salary is $120,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The ULM Athletic Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration). If Coach terminates the agreement without cause between July 1 and December 1 of 2013, or between March 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Troy Reffett, Defensive Coordinator/Assistant Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Troy Reffett, Defensive Coordinator at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2015.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President

Office of the President • 700 University Ave. • Monroe, LA 71209-3000  
Phone: (318) 342-1010 • Fax: (318) 342-1019  
A Member of the University of Louisiana System • AAROE
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach
(Coordinator)

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Troy Reffett (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

2.1 The term of this agreement is for a fixed period of two years, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $121,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.
Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $300.00 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.

5.3 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.

5.4 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) and in accordance with Division of Administration State Travel Policies.

5.5 COACH shall be provided a monthly cell phone allowance of $65 per month.
6.0 Outside Income – Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. 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)

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

7.0 Compliance with NCAA, Conference and University Rules

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. 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 in monthly installments.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 or between March 1st and December 1st of 2014, 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.

If current Head Coach departs University by his choosing prior to the expiration of this agreement, this agreement will automatically terminate.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Masters
Judy Haase
Philip A. Shaw
Robert Banta
Troy Reffett

Dr. Nick J. Bruno
President
Robert Staub
Director of Athletics

Dr. Sandra Woodley, System President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 25, 2013

Item F.18. University of Louisiana at Monroe’s request for approval of a contract with Mr. Everett Todd, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Everett Todd, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Everett Todd, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President

Office of the President • 700 University Avenue • Monroe, LA 71209-3000
Phone: (318) 342-1010 • Fax: (318) 342-1019
A Member of the University of Louisiana System • AA/EOE
UNIVERSITY OF LOUISIANA AT MONROE
Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Everett Todd (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements /incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives
Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 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 and the ULMFAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Everett Todd
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Jeff Foote, President
ULM Athletic Foundation
Item F.19. University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2014, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game;
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game;
- $500 if team wins post-season bowl game.

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2013, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approved University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2013.
May 31, 2013

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Adam Waugh, Assistant Football Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective July 1, 2013 – June 30, 2014.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
UNIVERSITY OF LOUISIANA AT MONROE  
Assistant Football Coach  

TERMS OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF OUACHITA  

The Agreement is made and entered into on this 1st day of July, 2013, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the “University” or “ULM”) and Adam Waugh (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.  

1.0 Employment  

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

1.2 COACH shall be responsible, and shall report, directly to the Head Football Coach and shall confer with the Head Football Coach on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s Director of Intercollegiate Athletics and ULM’s President.  

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)  

2.0 Term  

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2013, and terminating without further notice on the 30th day of June, 2014, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $73,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements /incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives
Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.

Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.
He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2013 football season.

5.0 Employee Benefits

5.1 COACH 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 COACH’s base annual salary as provided by University.

5.2 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.

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income – Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 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 and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching profession as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2013 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.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

WITNESSES:

[Signatures]

Dr. Nick J. Bruno
President

Robert Staub
Director of Athletics

Adam Waugh
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Jeff Foote, President
ULM Athletic Foundation
Item F.20. University of Louisiana System’s report of significant athletic activities for the period of April 13 to June 11, 2013.

EXECUTIVE SUMMARY

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

This is a report only and no action by the Board is necessary.
F.20.

University of Louisiana System
SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES
April 13 to June 11, 2013

Academic Progress Rates
On June 11, 2013, the annual report was released by the National Collegiate Athletic Association on the academic progress rates (APR) of all NCAA Division I teams, which included all nine of our universities. Every Division I sports team calculates its APR each academic year, based on the eligibility, graduation and retention of each scholarship student-athlete. Teams scoring below certain thresholds can face consequences, such as practice restrictions and restrictions on postseason competition. Rates are based on the past four years’ performance.

As a whole, our schools and athletic teams have performed very well and should be congratulated. However, three of our schools – Grambling, University of Louisiana at Monroe, and University of New Orleans were below the threshold, and the sanctions are as follows by sport:

**Men’s Basketball**
*Grambling* – Practice time reduction; limit on recruiting incoming student-athletes who are transfer students; loss of three games; loss of several scholarships; and postseason play ban.

*University of Louisiana at Monroe* – Practice time reduction; and loss of three games.

*University of New Orleans* – Practice time reduction; limit on recruiting incoming student-athletes who are transfer students; loss of three games; reduction of coaches who can recruit on road; and postseason play ban.

**Women’s Basketball**
*University of New Orleans* – Practice time reduction; and postseason play ban.

If additional information is needed or further detail is needed by school sport, please contact Bruce Janet directly.

**Grambling State University**
Joanna Miller continues to receive post season honors after her breakout season with the “Lady Tiger” basketball team. After earning a spot on both, the All-SWAC First Team and All-SWAC Tournament Team as well as being named Newcomer of the Year in the conference, she was also named Louisiana Newcomer of the Year and was selected to the First team All-Louisiana by the Louisiana Sports Writers Association.
The Men’s Track and Field Team claimed its fifth consecutive Southwestern Athletic Conference crown in New Orleans and ninth title overall. As a team, the Tigers scored 146 points, sixteen points more than second place Prairie View A&M. Head Coach Bertram Lovell won Coach of the Year honors. Coach Lovell has won eight out of the last nine Men’s Track and Field Outdoor Championships. He has won more than 25 total championships during his career at Grambling. He also has won three of the last four Indoor Championships.

The Southwestern Athletic Conference released the 2013 All-Conference teams. Darren Farmer was named the 2013 Hitter of the Year and Juan Bueno was named to the Second Team.

**Louisiana Tech University**

The men’s golf team received an NCAA Public Recognition Award for its success in the classroom as part of the NCAA’s Academic Performance Program. This marks the third consecutive year that head coach Jeff Parks’ golf team has earned the recognition for its academic work. Each year the NCAA honors selected sports teams by publicly recognizing their latest multiyear NCAA Academic Progress Rate (APR). This announcement is part of the overall NCAA academic reform effort and is intended to highlight teams that demonstrate a commitment to academic progress and retention of student-athletes by achieving the top APRs within their respective sports. Specifically, these teams posted multiyear APRs in the top 10 percent of all squads in each sport.

Erin Kipp earned one of the most prestigious honors awarded to collegiate student-athletes as the Lady Techster designated player was voted to the Capital One CoSIDA Academic All-America second team. She was the only honoree from a Louisiana-based school and was one of two honorees from the Western Athletic Conference, joining New Mexico State outfielder Amber Olive.

Victor Lange and Travis Wilmore both earned spots on the Louisiana Sports Writers Association Men’s Golf Team which was voted on by the school sports information directors. Lange was named first team all-state while Wilmore earned second team honors.

Raheem Appleby was rewarded once again for his stellar 2012-13 season as he was one of five players selected first team All-Louisiana by the Louisiana Sports Writers Association. The Jacksonville, Arkansas native played a huge role in Tech’s record-setting year as the Bulldogs finished with a 27-7 overall record, the second most wins in program history, and advanced to the second round of the National Invitation Tournament.

Louisiana Tech placed five student-athletes on the Academic All-Western Athletic Conference list during the winter sports seasons of men’s and women’s basketball and men’s and women’s indoor track and field. In order to be eligible for the honor, a student-athlete must have completed at least one academic year, have at least a 3.0 cumulative grade point average and have participated in at least 50 percent of the team’s contests. Louisiana Tech’s recipients for the winter seasons included Diamond Every (Women’s Indoor Track and Field), Savanna Langston (Women’s Basketball), Micara Vassell (Women’s Indoor Track and Field), Jelena Vucinic (Women’s Basketball), and Matt Wolfe (Men’s Indoor Track and Field).
The women’s tennis team has had a banner year under first year head coach Freddy Gomez, and it showed at the 2013 Western Athletic Conference banquet as four Lady Techsters earned All-WAC honors, including Joanna Nalborska, who was also named WAC Freshman of the Year.

For the second consecutive season, softball player Erin Kipp earned Capital One CoSIDA Academic All-District honors. Kipp is one of just three players from the Western Athletic Conference to earn the prestigious honors, joining New Mexico State’s Amber Olive and Seattle’s Allegra Wilde. Kipp now advances to the national ballot for Academic All-America consideration.

Alexandra Starkova was named to the WAC All-Tournament Team for singles after leading Louisiana Tech to the conference semifinals at the Gates Tennis Center in Denver, Colorado.

Anna Cross was named the Western Athletic Conference Freshman of the Year and joined Amanda Krueger on the all-league first team as postseason awards were handed out prior to the start of the conference tournament. Melanie Goff and Erin Kipp were both included on the league’s second team as voted on by the WAC coaches. The voting was done off the stats generated by players in WAC-only games.

Erin Kipp picked up another honor as she was named to the National Fastpitch Coaches Association All-Central Region second team.

Phil Maton was named to the 2013 first team all-Western Athletic Conference squad by the league’s head coaches after leading the conference in numerous pitching categories over the course of his sophomore season. He was also named first team all-Western Athletic Conference by CollegeSportsMadness.com.

Keely Davis and other Louisiana Tech soccer players joined up with Lincoln Parish once again in the fight against cancer as they participated in fundraising efforts for Relay for Life. From 6:00 p.m. to 2:30 a.m., the players worked hourly shifts at the Ruston High School football field as hundreds of other area residents raised money and awareness for the American Cancer Society.

**McNeese State University**

McKayla Anderson has been named to the Southland Conference All-Academic women’s golf team. Anderson, an accounting major, has a 3.93 overall GPA.

Diana Pirciu has been named to the Southland Conference women’s tennis all-academic team. Pirciu was selected to the second team after posting a 3.61 GPA in Mass Communication and is the first McNeese selection since 2008.

Bryce Kingsley has been named 2013 Southland Conference Freshman of the Year and was among three other McNeese State players to earn All-Southland Conference Honors.

Golfer Lina Lagergren was named the Southland Conference Newcomer of the Year.
Klaudia Gawlik has been named the Southland Conference women's tennis Player of the Year and Freshman of the Year.

Ashlyn and Caitlyn Baggett were named to the 2013 Louisiana Sports Writers Association Women's Basketball All-Louisiana Team after leading the Cowgirls to the third consecutive postseason appearance and the Women's Basketball Invitational championship game. Ashlyn was named to the first team and Caitlyn to the second team. This is the third straight honor for both players.

Connor Lloyd was named to the Capital One District 6 All-Academic Team. He was selected to the first team after posting a 3.80 GPA in Health and Human Performance and will advance to the Academic All-America Ballot.

Caitlyn Baggett was named the Steve McCarty Citizenship Award winner as announced by the Southland Conference. The annual award recognizes one male and one female student-athlete who exhibit outstanding qualities in citizenship, sportsmanship, leadership, and community service.

Second year McNeese State head softball coach Mike Smith was named the 2013 Southland Conference Coach of the Year.

David Rooney and Jasmine Webb were named the Southland Conference Outdoor Track and Field Athletes of the Year by vote of the league's head coaches.

Bryce Kingsley was selected to the Louisville Slugger Freshman All-America team as announced by the Collegiate Baseball magazine.

Alanna DiVittorio, Meagan Bond, Ashley Modzelewski, Emily Vincent, and Lauren Langner were named to the 2013 All-Louisiana softball team. DiVittorio was named to the first team and it is her third straight year being named to the team. Bond and Modzelewski were named to the second team while Vincent and Langner were honorable mention picks.

The softball team delivered a check for over $2,000 to St. Patrick's Hospital Regional Cancer Center from funds raised at its annual STRIKEOUT cancer game against Stephen F. Austin on April 6. The funds were raised through a silent auction on the day of the game and the proceeds will assist with the St. Patrick's Bosom Buddies Cancer Support Group meetings and functions as well as assisting in the purchase of gas cards for patients who travel long distances for daily radiation treatment and chemo.

Louis Bonnette carried many responsibilities throughout his 46-year career as the Sports Information Director at McNeese State University, everything from travel coordinator to business manager to his SID duties. Along with his dedication and loyalty, his professionalism is one of the many reasons he was selected to receive the most prestigious annual award given by the Louisiana Association of Basketball Coaches – the 2013 Mr. Louisiana Basketball award. The annual award is presented to someone who has made a significant, long-term contribution to the game of basketball at any level in Louisiana.
Nicholls State University
An already long list of postseason accolades continues to get longer for Nicholls State University senior guard Fred Hunter, as he was recently named first team All-Louisiana by the Louisiana Sportswriters Association, giving the Denton, Texas native his fourth honor since the end of the season. Hunter was one of the 15 named to the first, second, or third team by the association in a vote conducted by the various sportswriters around the state and sports information directors.

The awards continue to roll in for women’s basketball players Alisha Allen and KK Babin as the duo was named All-Louisiana by the Louisiana Sport Writers Association. Allen, a senior forward from Garland, Texas, led the way with second-team honors while Babin, a junior guard from Gonzales, notched her second consecutive third-team all-state honor.

For the first time in Nicholls Athletics’ history, two Colonels were named to the National Strength and Conditioning Association (NSCA) All-American Team as senior softball players Ashton Bennett and Ashley Bertot were among 229 collegiate and high school athletes to be recognized by the organization.

Four members of the men’s tennis team were recognized by the Southland Conference, led by first-team selections Dmitry Kozionov and Freshman of the Year Nico Mertens as the league announced its all-conference teams.

Softball senior infielder Ashley Bertot and freshman outfielder Danielle Phillips were named to the 2013 All-Southland Teams.

A pair of men’s tennis players were named Southland Conference All-Academic as Damian Despotovski earned first-team honors while Roy Knight was tabbed second-team.

Tennis players Dmitry Kozionov and Nico Mertens received postseason honors for the second time this season as the duo was named to the 2013 All-Louisiana teams as announced by the Louisiana Sport Writers Association.

A few members of the Nicholls State University football program paid a visit to God’s Promises Preschool in Thibodaux on Monday, May 6. Wide receiver Jordan Arcement, quarterback Hayden Cardif, and wide receivers coach Justin Anderson spoke to the kids about eating healthy, exercising, and doing well in school. After talking with the children and answering questions, the Colonels joined the children outside to toss around the football.

Northwestern State University
Northwestern State’s NCAA Tournament appearance and 23-9 record helped three Demons earn recognition on the 2013 All-Louisiana Collegiate Men’s Basketball Team chosen by the Louisiana Sport Writers Association, topped by state Newcomer of the Year DeQuan Hicks. Hicks, a junior forward, was also a second-team All-Louisiana choice on a 15-man squad. Demons senior guard Shamir Davis and freshman guard Jalan West were among six honorable mention selections in voting by 38 state media members.
Three women’s tennis players, headlined by Student-Athlete of the Year Andrea Nedorostova, were named to the Southland Conference All-Academic Women’s Tennis First Team.

Jordan Palmer earned All-Regional Team honors at the 2013 NCAA Baton Rouge Regional softball tournament hosted by LSU May 17-19.

Hanoj Carter has been named the Southland Conference Outdoor Men’s Track and Field Freshman of the Year while senior Janae Allen earned the title of women’s outstanding field performer.

Senior captain Andrea Nedorostova’s performance highlighted a spectacular team effort as the tennis squad overpowered Texas A&M-Corpus Christi 4-1 to win the Southland Conference Tournament title and earn a spot in the NCAA Women’s Tennis Team Championships.

Polina Konop, Tatiana Larina, Andrea Nedorostova, and Natalya Krutova earned All-Southland Conference Women’s Tennis Team honors.

Record-setting Northwestern State football kicker John Shaughnessy has won the 2012-13 Southland Conference Steve McCarty Citizenship Award.

For the second straight year, the Northwestern Student-Athlete Advisory Committee is the Southland Conference “champion” in the league’s annual push to raise funds supporting the Ronald McDonald House at St. Jude Children’s Research Hospital in Memphis.

Mike McConathy, who became Louisiana’s winningest all-time men’s college basketball coach this year while leading the Demons to the NCAA Tournament, will be an honored guest during commencement exercises at NSU and Bossier Parish Community College. Recently, he was given keys to the city in his hometown of Bossier City while Mayor Lo Walker and the Bossier City Council honored their native son for “exceptional achievement.”

First Team All-Southland Conference selection Brianna Rodriguez and seven other members of the Northwestern State softball team received All-Conference honors.

Cali Burke’s lone hit in the top of the seventh inning of game two of the Southland Conference tournament championship two-game series catapulted the Northwestern State softball team to a 5-4 tournament championship title over Sam Houston State. After claiming the program’s fourth SLC tournament victory, the team will compete in its fourth NCAA tournament. The title marks the first SLC tournament championship since the 2002 season.

The Louisiana Sports Writers Association announced that head coach Donald Pickett and Kaylee Guidry earned special honors while Brittany Rodriguez, Brittany Virgroe, and Cassandra Barefield won first-team recognition on the 2013 All-Louisiana collegiate softball team. Kylie Roos was a second-team choice. Pickett won state Coach of the Year honors while Guidry, also an honorable mention selection, shared state Newcomer of the Year accolades with LSU’s Ashley Czechner, also a pitcher.
Polina Konop and Andrea Nedorostova, key figures this spring as Northwestern State won the Southland Conference Tournament championship and reached the NCAA Tournament, have been recognized on the All-Louisiana Women’s Tennis Team.

Greg Burke, Athletic Director and the state’s longest-tenured AD nearing the start of his 17th year with the Demons, has been named to the NCAA Division I Committee on Academic Performance. Burke will join athletic administrators from around the nation in assessing how the NCAA can best serve the academic needs of student-athletes to maximize their collegiate experiences. His term begins September 1. Academic excellence has been a cornerstone of Northwestern athletics during Burke’s tenure. NSU is one of a select few Division I institutions in the region never to have drawn a penalty for low performance in the NCAA’s Academic Performance Rate annual study, and has also excelled in yearly NCAA Graduation Success Rate results.

**Southeastern Louisiana University**

The women’s tennis team’s amazing one-year worst-to-first turnaround was completed as the Lions clinched the outright 2013 Southland Conference regular season championship with a 6-1 win over league foe Nicholls State at the Southeastern Tennis Complex.

Brandon Fortenberry was one of 21 players named to the Louisiana Sports Writers Association Men’s College Basketball Team. Fortenberry, a senior from Picayune, Mississippi, was a second-team selection and was one of five Southland Conference players selected to the squad.

A season that got off to a rough start in the fall before gaining steam in the spring paid off for the Southeastern men’s golf team as the Lions claimed the 2013 Southland Conference Championships at Stonebridge Ranch Country Club in McKinney, Texas. The Lions, who earned their fourth Southland Conference title since 1998, will make their seventh overall appearance in the NCAA Regionals and fifth since 2007.

Four members of the Southland Conference regular season champion Southeastern Louisiana women’s tennis program were recognized when the league office announced the 2013 All-Southland Conference Women’s Tennis Teams. Leading the Lion contingent was first team singles selection freshman Renee Villarreal, while junior Valya Rusakova was a second team singles choice and tabbed the Southland Newcomer of the Year. New this year is the conference’s selection of conference champions at every spot in the lineup. Villarreal (No. 3), Rusakova (No. 4), and senior Isabel Brito (No. 6) were named as individual conference champions for having the best winning percentage at their respective positions.

Jason Hayes was named the Southland Conference Women’s Tennis Coach of the Year for the fourth time in his career. The Paris, Kentucky native, who was named the league’s top coach in 2006, 2007, and 2008, ties UT-Arlington’s Christian Wassmer for the most Coach of the Year nods in Southland history.

Paced by the league’s top coach and top freshman performer, the Southeastern Louisiana University golf team placed a league-best five members on the 2012-13 All-Southland Conference team after a vote of the league’s head coaches and sports information directors. Southeastern, which claimed last week’s Southland Conference Championships and earned the league’s automatic bid to the NCAA Regionals, was led by first-team players Rhys West and
Eamon Bradley, with second-team member Grady Brame, third-team honoree Nicholas Inderthal, and honorable mention selection Baptiste Courtachon. Bradley was named the Southland Conference Freshman of the Year while head coach Tim Baldwin was named Coach of the Year.

Baseball student-athlete Buck Bernard has been selected to receive one of the Southland Conference’s F.L. McDonald Postgraduate Scholarships. The McDonald Scholarship is the league’s ultimate academic honor for its top graduates. The award is presented annually to graduating male and female letter winners with the highest cumulative grade point averages during their enrollment at Southland Conference universities. The $2,500 scholarship must be applied to graduate study at an institution of the recipient’s choice.

After helping the Southeastern softball team earn its first Southland Conference Tournament appearance since 2008, five Lady Lions received recognition as part of the 2013 All-Southland Conference Softball Teams.

Eight track and field athletes and the men’s 4x100-meter relay team earned Southland All-Conference honors.

After helping the Southeastern softball team to its first postseason victory since 2002, senior outfielder Kelsey Nichols was named to the Southland Conference All-Tournament Team.

After helping Southeastern to the Southland Conference regular season tennis championship, Isabel Brito was named to the Southland All-Academic Teams. Brito, a psychology major with a 3.41 grade point average, was named to the second team.

After each being honored for their performance on the golf course, Rhys West and Grady Brame were named to the Southland Conference All-Academic Golf Team.

After guiding Southeastern to its fourth Southland Conference men’s golf title and seventh overall berth to the NCAA Regionals, head coach Tim Baldwin was named the 2013 Louisiana Sports Writer’s Association Coach of the Year in a vote among state sports information directors. Rhys West and Eamon Bradley were each selected to the 10-man team with West earning first-team honors and Bradley earning a spot on the second-team while being selected as the state’s Freshman of the Year.

The Southland Conference regular season champion women’s tennis team had three representatives on the Louisiana Sports Writers Association All-Louisiana Collegiate Tennis Teams. Freshman Renee Villarreal was selected to the first team for the Lions, while senior teammate Isabel Brito was a second team choice. Rounding out the Southeastern all-state contingent was junior Vallya Rusakova, who was named the Newcomer of the Year.

The softball team was well-represented with five selections on the 2013 Louisiana Sports Writers Association All-Louisiana College Softball Teams, as announced by the LSWA. Kelsey Nichols and Megan Moore were second team selections for the Lady Lions. Michelle Duhe, Katie Lacour, and Amber Sather were each named as honorable mention choices.
Mason Klotz was named to the 2013 Louisville Slugger Freshmen All-American team selected by Collegiate Baseball magazine.

**University of Louisiana at Lafayette**
Jordan Wallace pitched out of a bases-loaded jam with one out in the seventh to record a four-hit shutout and give ULL an NCAA Regional Championship softball victory over LSU with a 1-0 win in front of a capacity crowd at Tiger Park.

Seven members of the Ragin’ Cajuns baseball team earned All-Sun Belt Conference honors, and Blake Trahan was named Sun Belt Conference Freshman of the Year.

The Sun Belt Conference honored the academic and athletic achievements of its schools and student-athletes during the conference’s annual spring meetings in Destin, Florida, and Ragin’ Cajuns baseball’s Kendall Mayer was named the winner of the Male Postgraduate Scholarship Award. The Postgraduate Scholar Athlete of the Year Award is given in recognition of superior academic achievement. The winners receive a check for $4,500 for use toward their future education.

Junior Rick De Groot and freshman Jake Wynan were named to the 2013 All-Sun Belt Conference Men’s Tennis Team. De Groot was one of four singles players to earn All-Sun Belt First Team singles honors, while the duo of Wynan and de Groot were tabbed to the All-Sun Belt Second Team in doubles.

Redshirt sophomore third baseman Tyler Girouard has been named to the 2013 Capital One Academic All-District VI baseball first team, as announced by the College Sports Information Directors of America. The all-district awards are given annually to recognize the nation’s top student-athletes for their combined performances athletically and in the classroom.

For the second straight season, senior Brandt Garon earned all-conference honors, as he was one of six golfers named to the All-Sun Belt Conference First Team.

Six softball players who helped ULL to its 15th straight season of 40 wins or more have been named to the All-Sun Belt teams, including five named to the first team. Matte Haack, Sarah Draheim, Brianna Cherry, Nerissa Myers, and Jordan Wallace all picked up first team honors, and Shellie Landry was named to the All-Sun Belt Second Team.

After leading the softball team to a 47-15 season and their third NCAA Super Regional in four years, Brianna Cherry and Sarah Draheim were named National Fastpitch Coaches Association All-Americans, as announced by the NFCA office. Cherry picked up second-team honors, and Draheim picked up third team honors.

The baseball team was selected to play in the NCAA Baseball Championship for the 13th time overall and first since participating in the 2010 Austin, Texas Regional after being awarded an at-large berth into the Baton Rouge Regional at Alex Box Stadium in Baton Rouge.

Blake Trahan was named to the 2013 Louisville Slugger Freshman All-America team, selected annually by Collegiate Baseball magazine.
After leading the softball program to 47-15 record and a second straight NCAA Super Regional appearance, Sarah Draheim and Jordan Wallace were named the Louisiana Sports Writers Association Hitter and Pitcher of the Year, respectively.

The men’s tennis team had three players tabbed the LSWA All-Louisiana Tennis Team as announced by the Louisiana Sports Writers Association. Rick de Groot was the lone first team selection, while Hunter Johnson and Damian Farinola were second team selections.

**University of Louisiana at Monroe**

ULM posted the conference’s top grade point average for the 2012-13 season and earned the Sun Belt Team Academic Award. The Warhawks earned a 3.7 GPA as a team this season. “To have the highest GPA in the Sun Belt for women’s golf is a great accomplishment. It’s a testament to the character of these girls. Not only do they work hard on the course but also in the classroom,” women’s head golf coach Stacy Snider said.

The UL-Monroe team of Paul Clark of Monroe, Louisiana, and Brett Preuett of Pineville, Alabama, won the 2013 FLW College Fishing National Championship on Beaver Lake in Rogers, Arkansas. Their three-day total of 14 bass weighing 40-3 gave them a slim 9-ounce margin of victory in a dramatic finish over the University of North Carolina-Charlotte team of Shane Lehew of Charlotte, North Carolina, and Adam Waters of Denver, North Carolina.

In its first official season, the ULM sand volleyball team has qualified for the American Volleyball Coaches’ Association National Sand Volleyball Championship. The Warhawks were awarded the sixth seed. ULM established itself as one of the top three teams in the Southeastern Region.

**University of New Orleans**

Hossam Meligy was named Southland Conference Men’s Tennis Student-Athlete of the Year. Meligy is the first Privateer to notch the award accumulating a 3.57 grade-point average while majoring in civil engineering.

Men’s tennis players Hossam Meligy and Rui Silva were named to the 2013 All-Louisiana squad selected by the Louisiana Sports Writers Association. Both UNO players were slotted on the second team while Silva was also tabbed Newcomer of the Year.

For the first time this season, the New Orleans men’s tennis team was unable to close out a victory after winning the doubles’ point, falling 4-2 to Texas A&M-Corpus Christi in the Southland Conference championship match.