BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
10:00 a.m., Tuesday, October 22, 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. Ratification of actions taken at August 19, 2013 Executive Committee Meeting, and approval of August 20, 2013 Board Meeting Minutes and September 10, 2013 Special Meeting Minutes.

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. McNeese State University’s request to eliminate the Associate of Science degree program in Nursing (ASN) effective Fall 2014.

2. Northwestern State University’s request for approval to reorganize the College of Nursing and Allied Health and change the name to College of Nursing and School of Allied Health.

3. Northwestern State University’s request for approval of a Letter of Intent for a Bachelor of Applied Science and Technology degree program.

4. Northwestern State University’s request for approval of a Proposal for a Doctor of Nursing Practice (DNP) degree program.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. **Southeastern Louisiana University**’s request for approval to award an Honorary Doctor of Humanities degree to Ms. Robin Roberts at the Fall Commencement Exercises.

6. **University of Louisiana at Lafayette**’s request for approval to award an Honorary Doctor of Francophone Studies degree to Mr. François Delattre at the Fall Commencement Exercises.

7. **University of Louisiana at Lafayette**’s request for approval of a Proposal for a Master of Science degree program in Systems Technology.

8. **University of Louisiana at Lafayette**’s request for approval to establish an Institute for Materials Research and Innovation.

9. **University of Louisiana at Monroe**’s request for approval of the 2013-18 Strategic Plan.

10. **University of Louisiana at Monroe**’s request for approval of the Agreement on Dual Degree Program between Hanbat National University and the University of Louisiana at Monroe.

11. **University of Louisiana at Monroe**’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Tex Kilpatrick at the Fall Commencement Exercises.

12. **University of Louisiana at Monroe**’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. George Luffey at the Fall Commencement Exercises.

13. **University of Louisiana at Monroe**’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. John McCarter at the Fall Commencement Exercises.

14. **University of New Orleans**’ request for approval to award an Honorary Doctor of Humane Letters degree to Mr. Pres Kabacoff at the Fall Commencement Exercises.

15. **University of New Orleans**’ request for approval of a Letter of Intent for a Master of Science degree program in Transportation.

16. **University of Louisiana System**’s proposed revision to *Board Rules, Chapter II. Students, Section VIII. Baccalaureate Degrees Requirements, A. Categories of Requirements, 1. General Education.*

17. Other Business
F. REPORT OF ATHLETIC COMMITTEE

1. Louisiana Tech University’s request for approval of a contract with Mr. Tommy H. McClelland II, Director of Athletics, effective August 1, 2013.

2. Louisiana Tech University’s request for approval of a contract with Mr. Jeff Parks, Men’s Golf Head Coach, effective July 1, 2013.

3. Northwestern State University’s request for approval of a contract with Ms. Stephanie Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

4. Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2013.

5. University of Louisiana at Monroe’s request for approval of a contract with Mr. Walt Williams, Men’s Head Golf Coach, effective August 25, 2013.

6. University of New Orleans’ request for approval of a contract with Mr. Ronald Maestri, Head Baseball Coach, effective July 8, 2013.

7. University of Louisiana System’s report of significant athletic activities for the period of August 5 to October 6, 2013.

8. Other Business

G. REPORT OF AUDIT COMMITTEE

1. University of Louisiana System’s request for acceptance of Fiscal Year 2012-13 Financial and Compliance and Federal Award Programs Representation Letters for:

   a. McNeese State University
   b. University of Louisiana at Monroe
   c. University of Louisiana System

2. University of Louisiana System’s report on internal and external audits submitted for the period of August 7 to October 6, 2013.

3. Other Business

H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Nicholls State University’s request for approval to enter into a Lease Agreement with the Nicholls State University Foundation, Inc. to enclose the baseball batting practice facility at Didier Field.
2. **Nicholls State University**’s request for approval to accept donation of 1.199 acres of land from Acadia Agricultural Holdings, L.L.C.

3. **University of Louisiana at Lafayette**’s request for approval to demolish four buildings to allow for expansion of campus parking.

4. **University of New Orleans**’ request for approval of a lease with The Jefferson Chamber Foundation Academy.

5. **University of New Orleans**’ request for approval to rename the south area of the University Center Dining Hall from “The Deck” to the “Louise Arnolie Deck.”

6. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **Grambling State University**’s request for approval of a resolution amending a resolution adopted on August 20, 2013, titled: “A resolution providing for the issuance of not exceeding $7,500,000 of Revenue Bonds for the benefit of Grambling State University, approving the form of a Supplemental Trust Indenture, approving the form and authorizing the execution and delivery of a Capital Project Loan Agreement; authorizing the execution of other documents in connection therewith; authorizing the officers and trustees of the System to do all things necessary to effectuate this resolution; and providing for other matters in connection with the foregoing.”

2. **Louisiana Tech University**’s request for approval of an Affiliation Agreement between Louisiana Tech University and Louisiana Tech Alumni Association, Inc.

3. **Louisiana Tech University**’s request for approval of an Affiliation Agreement between Louisiana Tech University and Louisiana Tech University Foundation, Inc., as well as the related Funds Management Agreement between Louisiana Tech University and the Louisiana Tech University Foundation, Inc.

4. **Nicholls State University**’s request for approval to combine (1) Contractors Educational Trust Fund Endowed Professorship in Manufacturing Technology; (2) Contractors Licensing Board Endowed Professorship in Manufacturing Technology; and (3) The Contractors Educational Trust Fund Endowed Professorship in Geomatics/Surveying into The Contractors Educational Trust Fund Super Endowed Professorship in Geomatics/Surveying.

5. **University of New Orleans**’ request for approval of a new policy, AP-RE-04.1, relating to authorizing contracts between the university and a member of the faculty, research staff, or coaching staff, or a company in which the employee has an interest under specified circumstances.
6. **University of Louisiana System’s** discussion of Fiscal Year 2012-13 fourth quarter financial reports and ongoing assurances.

7. **University of Louisiana System’s** report on the year end financial status of alternatively financed projects for the fiscal year ended June 30, 2013.

8. Other Business

**J. REPORT OF PERSONNEL COMMITTEE**

1. **Northwestern State University’s** request for approval to appoint Dr. Dana Clawson as Interim Dean of the College of Nursing and Allied Health effective September 3, 2013.

2. **Southeastern Louisiana University’s** request for approval to appoint Mr. Christopher “Jay” Artigues as Director of Athletics effective October 14, 2013.

3. Other Business

**K. SYSTEM PRESIDENT’S BUSINESS**

1. Personnel Actions

2. System President’s Report

3. Other Business

**L. BOARD CHAIR’S BUSINESS**

1. Board Chair’s Report

2. Appointment of Nominating Committee for 2014 Board Officers

3. Introduction of Proposed Consent Agenda Meeting Format, Committee Restructuring, and Associated Board Rule Changes.

4. Other Business

**M. Other Business**

**N. Adjournment**
Item F.1. Louisiana Tech University’s request for approval of a contract with Mr. Thomas H. McClelland, II, Athletic Director, effective August 1, 2013.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through July 31, 2016, Athletic Director’s annual salary is $140,000. The agreement also stipulates that the Louisiana Tech University Foundation (LTUAF) will pay Athletic Director marketing incentives of $85,000 per year for his role as a fundraiser for the LTUAF and to promote Louisiana Tech’s athletic programs.

In addition, the LTUAF agrees to pay the Athletic Director the following incentive payments:

- In the event the Louisiana Tech University Football team should be invited and accept a bid to a Bowl football game, Athletic Director will be paid $5,000 in the month following the appearance of the team in the Bowl football game for Athletic Director’s appearance at promotional and fundraising activities for the LTUAF;

- In the event the Louisiana Tech University Men’s Basketball team should be invited to play in the NCAA Tournament, Athletic Director will be paid $5,000 in the month following the conclusion of the NCAA Tournament for Athletic Director’s appearance at promotional and fundraising activities for the LTUAF;

- In the event the Louisiana Tech University Women’s Basketball team should be invited to play in the NCAA Tournament, Athletic Director will be paid $5,000 in the month following the conclusion of the NCAA Tournament for Athletic Director’s appearance at promotional and fundraising activities for the LTUAF; and,

- In the event that Louisiana Tech Football shall be invited and accept a bid to a BCS Bowl game or its equivalent should a play-off or similar system be implemented, Athletic Director will be paid a sum of $20,000 in the month following the appearance of the team in the Bowl game for Athletic Director’s appearance at promotional and fundraising activities.

In the event that the Athletic Director is terminated without cause by the University, prior to the last year of the contract, the LTUAF shall be liable to the Athletic Director for payment of one year’s amount of pay, both the University and Foundation portions. In the event that the Athletic Director is terminated without cause by the University during the last year of the
Executive Summary
October 22, 2013
Page 2

contract, the LTUAF shall be liable to the Athletic Director for payment of the remaining portions from the University and the Foundation. The LTUAF shall not be liable to the Athletic Director for the incentive payments unless such right accrued prior to notice of termination.

In the event that the Athletic Director accepts employment as an athletic director at another college or university or accepts employment elsewhere during the initial three-year term of the contract, Athletic Director shall pay the LTUAF $50,000 if during the first year, $25,000 if during second year, and $20,000 if during the last year term of the contract.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Thomas H. McClelland, II, Athletic Director, effective August 1, 2013.
October 1, 2013

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached for your review and approval the Contract of Employment as Director of Athletics between Thomas McClelland, II, Louisiana Tech University, and the Louisiana Tech University Foundation. Your approval of the terms of the contract is requested.

Sincerely,

Leslie K. Guice
President
CONTRACT OF EMPLOYMENT:
DIRECTOR OF ATHLETICS

STATE OF LOUISIANA
PARISH OF LINCOLN

THIS AGREEMENT made and entered into as of this \textit{9th} day of \textit{October}, 2013, between Louisiana Tech University (sometimes hereinafter referred to as \textit{"UNIVERSITY"}), the Louisiana Tech University Foundation, Inc. (hereinafter referred to as \textit{"FOUNDATION"}), and Thomas H. McClelland, II (hereinafter referred to as \textit{"A.D."}). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Louisiana Tech University.

WITNESSETH

1. \textbf{Employment}. The UNIVERSITY does hereby employ A.D. as Director of Athletics of LOUISIANA TECH UNIVERSITY, Ruston, Louisiana, and A.D. does hereby accept such employment and agrees to perform all those services and duties, both scholastic and athletic, required of A.D. pertaining to the sports programs at UNIVERSITY as prescribed by the UNIVERSITY through its duly authorized President. Such duties include, but are not limited to, managing the intercollegiate athletics program and activities of the University, marketing, fundraising, activities designed to promote the University’s athletics program and the academic achievement of its student-athletes, and such other duties as may be assigned by the President.

2. \textbf{Term}. The term of this Agreement shall be for a definite term, commencing on August 1, 2013 and ending on July 31, 2016, unless terminated sooner in accordance with the terms of this Agreement or extended by mutual written agreement of the parties, and approved by the Board.
3. **Salary.** The UNIVERSITY agrees to pay A.D. a base annual salary of One Hundred Forty Thousand and No/00 ($140,000.00) Dollars, payable in twelve (12) equal monthly installments during the term of this Agreement.

4. **Marketing Incentives.** In recognition of exemplary performance of certain college sports and the additional work that is required for post-season games and events and as an incentive for A.D. to achieve the goals described below, and since such additional work from these post season appearances generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION, solely from the athletics funds held by the FOUNDATION, agrees within sixty (60) days after the game or event to pay to A.D. the following payments:

   a.) In the event the Louisiana Tech University Football team should be invited and accept a bid to a Bowl football game, A.D. is to be paid the sum of five thousand dollars ($5,000.00) in the month following the appearance of the team in the Bowl football game for A.D.’s appearance at promotional and fundraising activities;

   b.) In the event the Louisiana Tech University Men’s Basketball team should be invited to play in the NCAA Tournament, A.D. is to be paid the sum of five thousand dollars ($5,000.00) in the month following the conclusion of the NCAA Tournament for A.D.’s appearance at promotional and fundraising activities; and

   c.) In the event the Louisiana Tech University Women’s Basketball team should be invited to play in the NCAA Tournament, A.D. is to be paid the sum of five thousand dollars ($5,000.00) in the month following the conclusion of the NCAA Tournament for A.D.’s appearance at promotional and fundraising activities.

   d.) In event that Louisiana Tech Football shall be invited and accept a bid to a BCS bowl
game or its equivalent should a play-off or similar system be implemented, A.D. is to be paid a sum of Twenty Thousand dollars ($20,000) in the month following the appearance of the team in the bowl game for A.D.’s appearance at promotional and fundraising activities.

A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and A.D. shall be responsible for all applicable taxes.

5. **Foundation Compensation.** FOUNDATION, solely through its athletics funds, shall pay A.D. $85,000 annually to be paid in equal monthly installments for A.D.’s role as an advancement professional and for his promotional appearances at events sponsored by or participated in by the Division of University Advancement. A.D. accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and A.D. shall be responsible for all applicable taxes.

Payment from FOUNDATION is contingent upon A.D.’s participation in fundraising and promotional activities to acquire private funding for Louisiana Tech Athletics. A.D. shall not unreasonably refuse to engage in personal contact (telephone calls, lunches, dinners, social
6. **Withholdings.** The UNIVERSITY shall provide A.D. with an IRS form W-2 for the base salary paid by the UNIVERSITY which is subject to withholding. The FOUNDATION shall provide A.D. with an IRS form 1099 for that portion of his compensation that is paid to him in his capacity as an independent contractor and which is not subject to withholding. A copy of the IRS form 1099 provided to A.D. shall also be provided to UNIVERSITY by FOUNDATION. Neither the UNIVERSITY nor the FOUNDATION is a guarantor of the taxable status of the consideration described in Paragraph 4 (Marketing Incentives) and Paragraph 5 (Foundation Compensation). Accordingly, should part or all of such consideration ever be treated by any taxing authority as if it were “taxable” even though not reported to such authority by the UNIVERSITY or FOUNDATION, A.D. agrees to indemnify and hold harmless the UNIVERSITY and FOUNDATION from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.

7. **Retirement and Fringe Benefits.** UNIVERSITY will provide A.D. the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon A.D.’s base annual salary as provided by the UNIVERSITY.

8. **Additional Revenue.** Subject to the limitations imposed by this section of the Agreement, A.D. may earn or receive other revenue while employed by the UNIVERSITY provided, however, that A.D. shall obtain prior written approval, which approval shall not be unreasonably withheld, from the President of UNIVERSITY before engaging in any commercial
or private venture, including the use of A.D.'s name by any commercial, public or private entity. A.D. shall not directly or indirectly own, manage, control, render services for, or be associated with any business, enterprise, or activity that: (a) is in competition with the University or any component thereof; (b) is selling goods or services to the University; or (c) would conflict with or prevent A.D. from complying with the requirements of his duties as A.D.

Such outside activities shall not interfere with the full and complete performance by A.D. of his duties and obligations as a UNIVERSITY employee, recognizing always that A.D.'s primary obligation and alliance of fair dealing and good faith rest with the UNIVERSITY and its students.

In no event shall A.D. accept or receive directly or indirectly any money, benefit or any other gratuity whatsoever from any person, corporation, or entity, if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and/or C-USA or any future conference affiliation, as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules, regulations or interpretations shall automatically apply to this Contract of Employment without the necessity of a written modification.

Such outside activities are independent of A.D.'s UNIVERSITY employment and his employment as an independent contractor for the FOUNDATION. As such, UNIVERSITY and/or FOUNDATION shall have no responsibility or liability for any claims arising there from. A.D. agrees to indemnify and hold harmless the UNIVERSITY, the FOUNDATION, and the University of Louisiana System, and the officers, employees, and agents of all these entities, from any and all claims based on or arising out of such outside activities.

9. **Standards.** A.D. agrees to represent UNIVERSITY positively in public and private
forums and shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical and academic standards of the UNIVERSITY. A.D. shall not engage in any activity or conduct that has the purpose or effect of reflecting unfavorably on the UNIVERSITY, or causing embarrassment to the UNIVERSITY, or otherwise detracting from its reputation or the reputation of the UNIVERSITY’s athletics program.

A.D. recognizes that the primary mission of LOUISIANA TECH UNIVERSITY is to serve as an institution of higher education and shall fully cooperate with academic counselors or similar persons designated by the UNIVERSITY to assist student athletes and the faculty and administrators of the UNIVERSITY in connection with the academic pursuits of student athletes and shall use his personal best to encourage and promote those efforts. In that respect, A.D. recognizes that the goal of UNIVERSITY is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

10. Termination. This Agreement may be terminated by the parties as follows:

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving A.D. thirty (30) days written notice. In the event the UNIVERSITY terminates this Agreement without cause prior to the last year of the contract, the FOUNDATION, solely through its athletics funds, shall be liable to A.D. for the payment of one year’s salary, both the UNIVERSITY AND FOUNDATION portions, with said amounts being payable in equal monthly installments. In the event the UNIVERSITY terminates this Agreement without cause during the last year of the contract, FOUNDATION shall be liable to A.D. for remaining salary payments due, both the UNIVERSITY and FOUNDATION portions. FOUNDATION shall not
be liable to A.D. for marketing incentive pay pursuant to Paragraph 4 unless the right to such pay accrued prior to A.D. receiving notice of termination.

Should the UNIVERSITY terminate this agreement without cause, the UNIVERSITY may, at its sole option, reassign A.D. to other duties commensurate with his qualifications and experience, at the base salary provided in Section 3 plus compensation per Section 5, all of which will be paid by Foundation for up to one year, upon agreement of A.D. which agreement shall not be unreasonably withheld. A.D.'s refusal of reasonable assignment shall be considered just cause for termination of this agreement.

The FOUNDATION's obligation to pay one year's salary pursuant to this section shall be subject to A.D.'s duty to mitigate his damages. A.D. hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 10.A. If A.D. should obtain such new employment prior to the last installment payment of liquidated damages, A.D. shall notify President of such new employment. Any further obligation of FOUNDATION to A.D. shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

B. Termination by A.D.

Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the first year of the contract, A.D. shall pay the Foundation, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Fifty Thousand dollars ($50,000). Should A.D. accept employment as an athletic director at
another college or university or accept employment elsewhere during the second contract year, A.D. shall pay the Foundation, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Twenty-Five Thousand dollars ($25,000). Should A.D. accept employment as an athletic director at another college or university or accept employment elsewhere during the third contract year, A.D. shall pay the Foundation, in lieu of all other legal remedies, liquidated or stipulated damages in the sum of Twenty Thousand dollars ($20,000).

C. Termination of A.D. for Cause.

UNIVERSITY may terminate this Agreement for cause. Cause for this purpose shall mean any one or more of the following:

1. Neglect or inattention by A.D. to the duties of A.D., or A.D.'s refusal or unwillingness to perform such duties in good faith and to the best of A.D.'s abilities within ten (10) days of receiving specific written notice of such neglect or inattention to the duties or refusal or unwillingness to perform such duties from the President of LOUISIANA TECH UNIVERSITY; or

2. Willful and intentional insubordination, which is totally within the control of A.D., including but not limited to, failure to follow instructions from the President; or

3. Failure to comply with Athletics Department policies and procedures; or

4. Failure to fulfill the duties and responsibilities of A.D. as specified in this Agreement after written notice of ten (10) days to cure any failure to fulfill the duties and responsibilities of A.D. as specified in this agreement; or

5. Material significant or repetitive violation or breach by A.D. of this Agreement; or

6. Any conduct of an A.D. in violation of any criminal felony statute; or

7. Failure by A.D. to respond accurately and fully within a reasonable time to any
reasonable requests or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher learning propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or required by law, governing athletic rules, or UNIVERSITY regulations; or

8. Counseling or instructing by A.D. of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletics program of UNIVERSITY or other institution of higher education which shall be propounded by the UNIVERSITY, NCAA, C-USA or other conference affiliation, or which shall be required by law; or

9. Soliciting, placing, or accepting by A.D. of a bet on any intercollegiate athletic contest; or

10. Participating in by A.D. of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

11. Sale, use or possession by A.D. of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which is prohibited by law; or

12. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY
being sanctioned by the NCAA or the athletic conference of which the UNIVERSITY is a member, and including any violation which may have occurred during prior employment of A.D. an another NCAA member institution; or

13. If A.D. has knowingly permitted, by action or inaction, a significant, repetitive or deliberate violation of any law or of any policy, rule, regulation, constitutional provision, policy or bylaw of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, by A.D. or a member of the athletic department staff, coaching staff or any other person under the A.D.’s supervision and direction, including student athletes, which violation may, in the sole and reasonable judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletics program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the conference of which the UNIVERSITY is a member; or

14. Conduct of the A.D. which, in the sole reasonable judgment of the UNIVERSITY, is inconsistent with the provisions of Paragraph 9 or is seriously prejudicial to the best interests of the UNIVERSITY or its athletics program or which violates the UNIVERSITY’s mission;

15. Prolonged absence of 14 days or more from duty for reasons other than those protected by the Family and Medical Leave Act of 1993 without the consent of the President of the UNIVERSITY, such consent not to be unreasonably withheld; or

16. Any cause adequate to sustain the termination of any other UNIVERSITY employee.

17. A.D. 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, A.D. will receive all UNIVERSITY salary and FOUNDATION compensation to which he is entitled, but all payments shall be paid from the FOUNDATION, solely from the athletics funds held by the FOUNDATION. Benefits and other remuneration incidental to employment cease upon termination.

The judgment as to whether the conduct of A.D. constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the UNIVERSITY. In the event of such termination, A.D. will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary benefits and other remuneration set forth in this Agreement incidental to A.D.'s employment, cease upon termination, other than compensation owed A.D. for services performed by A.D. prior to termination. FOUNDATION shall not be liable to A.D. for performance incentive pay pursuant to Paragraph 4 unless the right to such pay accrued prior to A.D. receiving notice of termination. The right to pay as described in Paragraph 4 shall vest on game day.

D. Disciplinary Action. The UNIVERSITY shall have the right to take disciplinary or corrective action, short of termination for cause, against A.D. for violation of any provision of this Agreement or for any reason which would allow termination for cause under the provisions of this Agreement. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect any other rights the UNIVERSITY has under this Agreement. In addition, A.D. shall be subject to disciplinary or corrective action by the NCAA or C-USA or other conference affiliation for any violation of NCAA or C-USA or other conference affiliation regulations, respectively. Such action by NCAA or C-USA or other conference affiliation shall
not preclude or, in any manner, affect UNIVERSITY's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. **Termination by Incapacity.** In the event of the incapacity of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law. Such incapacity shall be deemed to exist if A.D. is unable to perform the essential functions of his duties with or without reasonable accommodation.

F. **Termination by Death.** In the event of death of A.D., this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease unless otherwise required by law.

G. **Concurrent Employment.** A.D.'s role as an independent contractor with the FOUNDATION runs concurrently with his employment by the UNIVERSITY as A.D. Upon termination of employment, whether by A.D. or by UNIVERSITY for cause or without cause, FOUNDATION shall have no liability to A.D. except as set forth in Paragraph 10.

H. **Approval of President for the University of Louisiana System.** UNIVERSITY shall seek the approval of the President for the University of Louisiana System prior to terminating the employment of A.D. for reasons found in Paragraph 10A (Termination Without Cause), Paragraph 10C (Termination for Cause), or Paragraph 10E (Termination by Incapacity).

I. **Waiver of Claims.** The financial consequences of termination of this Agreement are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, effected in accordance with the procedures established in this Agreement, neither A.D. nor the UNIVERSITY or the FOUNDATION shall be entitled to receive, and each hereby waives any claim against the other,
and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the UNIVERSITY, FOUNDATION, or A.D. of information or documents required by law. A.D. acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, A.D. shall have no right to occupy the position of Director of Athletics of LOUISIANA TECH UNIVERSITY and that his sole remedies are provided herein and shall not extend to injunctive relief. A.D. further acknowledges that he has no expectation of the granting of tenure by UNIVERSITY.

Additionally, the UNIVERSITY and/or the FOUNDATION at the sole discretion of the UNIVERSITY and/or the FOUNDATION, shall have the right at any time during the term of this Agreement to take out key-man insurance or other insurance on the life of A.D. A.D. shall fully cooperate in the underwriting and issuance of any such insurance.

11. Entire Agreement. This Agreement embodies the complete agreement concerning the employment of A.D. by the UNIVERSITY, with the concurrence of the FOUNDATION, and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full
opportunity to seek advice of competent counsel.

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

13. **Amendments to Agreement.** This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representatives and accepted by A.D., such approval and acceptance to be acknowledged in writing, and such Agreement being subject to approval of the Board of Supervisors of the University of Louisiana System.

14. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

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

16. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana.

17. **Board of Supervisors Approval.** A.D.’s employment and the terms of this Contract of
Employment are subject to approval of the Board of Supervisors for the University of Louisiana System.

18. **Notice Provision.** Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to A.D., any notice to the UNIVERSITY shall be sent to:

| Leslie K. Guice, President | With copy to:
| Louisiana Tech University | Jennifer A. Riley
| P. O. Box 3168 | Louisiana Tech University Foundation
| Ruston, LA 71272 | P. O. Box 3183
| | Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to A.D. shall be sent to:

| Thomas H. McClelland, II | With copy to:
| 206 Loblolly Lane | Joey McCutchen
| Choudrant, LA 71227 | McCutchen & Sexton
| | P.O. Box 1971
| | Fort Smith, AR 72902-1971

**SIGNATURE PAGE TO FOLLOW**
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment on the day, month and year first above written.

LESLIE K. GUICE
PRESIDENT
LOUISIANA TECH UNIVERSITY

THOMAS H. McCLELLAND, II
DIRECTOR OF ATHLETICS
LOUISIANA TECH UNIVERSITY

JACK E. BYRD, JR.
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of _____________________, 2013.

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

ATHLETIC COMMITTEE

October 22, 2013

Item F.2. Louisiana Tech University’s request for approval of a contract with Mr. Jeff Parks, Men’s Golf Head Coach, effective July 1, 2013.

EXECUTIVE SUMMARY

This agreement is for three years, from July 1, 2013 through June 30, 2016. During this term, Coach will receive a base annual salary of $40,000, payable on a monthly basis. The Louisiana Tech University Foundation will pay Coach for the following accomplishments:

- $5,000 for conference tournament championship or NCAA tournament participation;
- $5,000 for NCAA Championship;
- $2,500 if team achieves national ranking in Top 25; and
- $2,500 if team provides the NCAA individual champion.

Coach is eligible to receive a fundraising incentive bonus from the Louisiana Tech University Foundation, not to exceed $30,000, when private funds raised exceed $20,000. Coach may receive funds through the University from agreements with shoe and/or apparel manufacturers. Coach may also operate a camp as an independent contractor subject to the conditions set forth in the athletic department camp policy.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned through the end of the contract term. Amounts due for the year which come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Louisiana Tech University Foundation.

The University and the Louisiana Tech University Foundation signed this joint agreement with 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 Louisiana Tech University’s request for approval of a contract with Mr. Jeff Parks, Men’s Golf Head Coach, effective July 1, 2013.
October 1, 2013

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached for your review and approval the Contract of Employment as Men’s Golf Head Coach between Jeff Parks, Louisiana Tech University, and the Louisiana Tech University Foundation. Your approval of the terms of the contract is requested.

Sincerely,

[Signature]

Leslie K. Guice
President
STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on the 30th day of September, 2013, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Leslie K. Guice, the Louisiana Tech University Foundation, Inc., (hereinafter referred to as "FOUNDATION") through its President, Jack E. Byrd, Jr., and Jeff Parks (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 Louisiana Tech University.

1.0 Employment

1.1 UNIVERSITY does hereby employ COACH as head golf coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the golf program which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible and shall report directly to the Director of Athletics 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 UNIVERSITY’s President.

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

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

2.1 The term of this agreement is for a fixed period beginning July 1, 2013 and terminating without further notice to COACH on June 30, 2016, unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $40,000.00 for the term of this agreement, payable in twelve (12) equal monthly installments during the term of this Agreement.

4.0 Marketing Incentive Compensation

4.1 In recognition of exemplary performance and the additional work that is required to meet certain accomplishments within the program, including but not limited to post season play, and since such additional work from these accomplishments generally results in an influx of private gifts to the FOUNDATION due to the marketing and public relations work performed by COACH, the FOUNDATION, solely from the athletics funds held by the FOUNDATION, agrees within sixty (60) days after the accomplishment to pay COACH the following payments:
Any, some, or all of the following accomplishments shall entitle COACH to a payment of $5,000.00:

1. Conference tournament championship;

2. NCAA tournament participation.

The payment described above shall be capped at $5,000.00.

COACH shall be entitled to cumulative payments for the following accomplishments:

1. Men’s NCAA Championship: $5,000.00;

2. National ranking in Top 25: $2,500.00;

3. NCAA individual champion: $2,500.00.

4.2 Any marketing incentive payment earned shall be payable within 60 days of earning. Payments made to COACH by FOUNDATION shall be paid solely from the athletic funds held by the FOUNDATION.

4.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to A.D. from FOUNDATION 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.

5.0 Camps and Clinics

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

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

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

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

(c) 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, UNIVERSITY, its agents and servants, are named as the insured (or as an additional insured) which provides:

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

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

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

(e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.
(f) COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

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

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

6.0 Employee Benefits

1. 6.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other UNIVERSITY unclassified employee. Such benefits will be based upon A.D.’s base annual salary as provided by the UNIVERSITY.

7.0 Outside Income – Subject to Compliance with Board Rules

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

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

8.0 Apparel, Equipment Endorsements

8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for UNIVERSITY through his endorsements of shoe, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

9.0 Compliance with NCAA, Conference and University Rules

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

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

10.0 Termination

10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

10.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, including pay to COACH from FOUNDATION for COACH’s work as an independent contractor, 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 UNIVERSITY. No damages shall be due if termination is for just cause.

10.3 UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event UNIVERSITY terminates the contract without cause, COACH shall be entitled to the base salary (as noted in Section 3.0) that he would have earned through the end of the contract term. Amounts due for the year which comes due during UNIVERSITY’s current fiscal year ending June 30th shall be paid by UNIVERSITY. The
remaining amounts due, which come due beyond the current UNIVERSITY fiscal year, shall be funded solely by the Louisiana Tech University Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of termination.

10.4 COACH may be terminated at any time due to the financial circumstances in which 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 programs and services. In the event of such termination, COACH will receive six (6) months notice of termination of six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.0 Fundraising

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

11.2 Fundraising is of critical importance to intercollegiate athletics and the golf program in particular. As incentive for COACH to grow the resources available to the golf program, COACH shall be eligible for marketing incentive payments from FOUNDATION. The first $20,000 of private funds raised by COACH shall be applied to the golf team’s operating budget. For purposes of this section, private funds raised shall include gifts as well as net profit from golf tournaments and other fund raising ventures. Thereafter, COACH may draw up to $30,000.00 as marketing incentive pay from private funds raised above the first $20,000 per contract year. Private funds raised by COACH shall accrue and roll over from year to year. Thus, if the balance of the golf account held by the FOUNDATION is $20,000.00 on July 1, then
any additional funds thereafter deposited within the fiscal year, up to $30,000 shall be used to pay COACH’s marketing incentive payment. Such marketing incentive pay shall be paid from the account held by the FOUNDATION and designated for golf, or at the sole discretion of the Director of Athletics, may be paid from other athletic accounts held by the FOUNDATION.

11.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to his role as a marketer for Louisiana Tech Athletics and fundraiser for the golf program are in his capacity as an independent contractor and not as an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION 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.

11.4 COACH’s role as an independent contractor with FOUNDATION runs concurrently with his employment by the UNIVERSITY as COACH. Upon termination of employment, whether by COACH or by UNIVERSITY for cause or without cause, FOUNDATION shall have no liability to COACH except as set forth in Paragraph 10.0.

12.0 Withholdings

12.1 The UNIVERSITY shall provide COACH with an IRS form W-2 for the base salary paid by the UNIVERSITY which is subject to withholding. The FOUNDATION shall provide COACH with an IRS form 1099 for that portion of his compensation that is paid to him in his capacity as an independent contractor for FOUNDATION and which is not subject to withholding. A copy of the IRS form 1099 issued to COACH shall be provided to UNIVERSITY by FOUNDATION. Neither the UNIVERSITY nor the FOUNDATION is a guarantor of the taxable status of the consideration described in Paragraph 4.0 (Marketing
Incentive Compensation) and Paragraph 10.0 (Fundraising). Accordingly, should part or all of such consideration ever be treated by any taxing authority as if it were “taxable” even though not reported to such authority by the UNIVERSITY or FOUNDATION, COACH agrees to indemnify and hold harmless the UNIVERSITY and FOUNDATION from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.

13.0 Entire Agreement

13.1 This Agreement embodies the complete agreement concerning the employment of COACH by the UNIVERSITY, with the concurrence of the FOUNDATION, and shall upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

14.0 Severability

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

15.0 Amendments to Agreement

15.1 This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designed representatives and accepted by COACH,
such approval and acceptance to be acknowledged in writing, and such Agreement being subject to approval of the Board of Supervisors of the University of Louisiana System.

16.0 No Waiver of Default

16.1 No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

17.0 “Force Majeure” Clause

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

18.0 Governing Laws

18.1 This Agreement shall be enforced and construed in accordance with the laws of Louisiana.

19.0 Board of Supervisors Approval

19.1 COACH’s employment and the terms of this Contract of Employment are subject to approval of the Board of Supervisors for the University of Louisiana System.

SIGNATURE PAGE TO FOLLOW
SIGNATURE PAGE

CONTRACT OF EMPLOYMENT:
MEN'S GOLF HEAD COACH

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment on the day, month and year first above written.

JEFF PARKS
MEN'S GOLF HEAD COACH

LESLIE K. GUICE
PRESIDENT
LOUISIANA TECH UNIVERSITY

THOMAS H. McCLELLAND, II
DIRECTOR OF ATHLETICS
LOUISIANA TECH UNIVERSITY

JACK E. BYRD, JR.
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the __________ day of ____________________________, 2013.

SECRETARY
BOARD OF SUPERVISORS


BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 22, 2013

Item F.3. Northwestern State University’s request for approval of a contract with Ms. Stephanie Hernandez, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of March 1, 2013 through February 29, 2016, the Coach’s salary for each year is $30,000, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to engage in service as an independent contractor in promotional activities for the Demons Unlimited Foundation, and may be paid as follows:

- Coach will receive $2,000 for promotional appearances in the event she wins the regular season conference championship or if her team is selected to play in the NCAA Tournament.

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s volleyball team in NCAA tournament competition as follows:
  - Coach will receive $2,000 for each round her NSU team wins in the NCAA/NIT tournament; and
  - Coach will receive $3,000 should her team advance to the “Sweet 16” in either the NCAA or NIT tournament.

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

- Coach is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).
Executive Summary
October 22, 2013
Page 2

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis: $5,000 during first year; $2,500 during second year; and $1,000 during third year of contract.

The University and the Demons Unlimited Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Ms. Stephanie Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.
October 9, 2013

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

Re: Co-Head Women's Volleyball Coaches Contract Amendment - Stephanie Hernesman

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women's Volleyball Coach - Stephanie Hernesman to be placed on the agenda for the October 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for STEPHANIE HERESMAN

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 22nd day of October, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Stephanie Heresman, Co-Head Women's Volleyball Coach of Northwestern State University. 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. This agreement replaces all previous contracts and amendments to those contracts.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period March 1, 2013 to February 29, 2016, subject to approval of the University of Louisiana Board of Supervisors.

3. UNIVERSITY SALARY

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:
First Year of Contract
Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:

Second Year of Contract
Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:

Third Year of Contract
Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:

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

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

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

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

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

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

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

a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

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

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.
6. FOUNDATION SERVICES

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

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

- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s volleyball team in NCAA tournament competition as follows:
  - Coach will receive $2,000 for each round her NSU team wins in the NCAA/NIT tournament;
  - Coach will receive $3,000 should her team advance to the “Sweet 16” in either the NCAA or NIT tournament;

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

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

7. SUPPLEMENTAL INCENTIVE COMPENSATION

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

Supplemental income for incentive-based performance achievements has been outlined in the contract for the program’s other head coach, Hugh Hernesman, who is the spouse of Stephanie Hernesman.

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

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

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

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

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

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Hennesman terminates the Contract without cause, Coach Hennesman would be liable to the University for Liquidated Damages on the following basis - Five-Thousand ($5,000) Dollars during the first year, Twenty-Five-Hundred ($2,500) during the second year and One-thousand ($1,000) during the third year.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

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

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

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **UNIVERSITY FUNDRAISING**

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

12. **AMENDMENT Extension**

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

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

[Signature]

STEPHANIE HERNESMAN, Co-Head Coach

BY

[Signature]

GREGORY S. BURKE, Director of Athletics

BY

[Signature]

DR. PETE WARDELL, President
Demons Unlimited Foundation

BY

[Signature]

DR. RANDALL WEBB, President
Northwestern State University

BY

[Signature]

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

ATHLETIC COMMITTEE

October 22, 2013

Item F.4. Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 1, 2013 through April 30, 2015, the Co-Coach’s salary for each year is $46,500, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to engage in service as an independent contractor in promotional activities for the Demons Unlimited Foundation, and may be paid as follows:

- Coach will receive a housing stipend of $500 per month on an as funds available basis.
- Coach will receive $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA Tournament.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA or NIT tournament competition as follows:
  - Coach will receive $2,000 for each round his NSU team wins in the NCAA/NIT tournament;
  - Coach will receive $5,000 should his team advance to the “Sweet 16” in either the NCAA or NIT tournament;
  - Coach will receive $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
  - Coach will receive $25,000 for winning the NCAA or NIT Tournament.
- Coach shall receive $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”
- Coach is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

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

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

The University and the Demons Unlimited Foundation have combined this agreement into one joint employment agreement.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2013.
October 9, 2013

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

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

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach - Scott Stoehr to be placed on the agenda for the October 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
NORTHERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for SCOTT STOEHR

STATE OF LOUISIANA

PARISH OF NATCHEZ

THIS AGREEMENT, made and entered into as of this 22nd day of October, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Scott Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University. 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. This agreement replaces all previous contracts and amendments to those contracts.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2013 to April 30, 2015, subject to approval of the University of Louisiana Board of Supervisors.

3. UNIVERSITY SALARY

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:
First Year of Contract
Forty-Six Thousand Five-Hundred Dollars ($46,500) payable in 26 equal installments:

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

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

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

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

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.
6. FOUNDATION SERVICES

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

- COACH will receive a housing stipend of $500 per month on an as funds available basis effective May 1, 2013.

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

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

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

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

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

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

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

9. **TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Stoehr terminates the Contract without cause, Coach Stoehr would be liable to the University for liquidated damages in the amount of Twenty-Five Thousand ($25,000) Dollars. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

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

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

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

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

13. SEVERABILITY

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

14. FORCE MAJEURE

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

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY [Signature]
SCOTT STOEHR, Co-Head Coach

BY [Signature]
GREGORY S. BURKE, Director of Athletics

BY [Signature]
DR. PETE WARDELL, President
Demons Unlimited Foundation

BY [Signature]
DR. RANDALL WEBB, President
Northwestern State University

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

ATHLETIC COMMITTEE

October 22, 2013

Item F.5. University of Louisiana at Monroe’s request for approval of a contract with Mr. Walt Williams, Men’s Golf Head Coach, effective August 25, 2013.

EXECUTIVE SUMMARY

This agreement is for two years, from August 25, 2013 through August 24, 2015. During this term, Coach will receive a base annual salary of $60,000 from the University and a $65 cell phone stipend funded by the University of Louisiana at Monroe Athletic Foundation (ULMAF), both payable on a monthly basis. In addition, Coach will be reimbursed, based on actual receipts, up to $8,900 in relocation expenses from the ULMAF. Coach will also receive a club membership at Bayou DeSiard Country Club, and the ULMAF will pay the monthly membership fee.

The ULMAF will pay Coach for the following accomplishments:

- $500 for a winning record in regular season conference competition or $1,000 for finishing in the top third of the regular season conference standings or $2,000 for finishing in first place in the regular season conference standings;
- $1,000 for conference tournament championship;
- $1,000 for NCAA tournament participation;
- $500 for being named Conference or Louisiana Coach of the Year;
- $1,000 if team’s annual APR is 950 or greater.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining months of base salary due through the expiration of the contract term. Amounts due for the year which come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the ULMAF. In the event the Coach terminates the contract without cause to become employed as a men’s golf coach, the University shall be entitled to the remaining months of base salary due through the expiration of the contract term.

The University and the University of Louisiana at Monroe Athletic Foundation signed this joint agreement with Coach.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Walt Williams, Men’s Golf Head Coach, effective August 25, 2013.
October 1, 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. Walt Williams, Men’s Head Golf Coach at the University of Louisiana at Monroe. Upon Board approval, I request that his appointment be effective August 25, 2013 – August 24, 2015.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
EMPLOYMENT AGREEMENT
HEAD MEN’S GOLF COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 25th day of August, 2013, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), the University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Walt Williams (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 Head Men’s Golf Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to golf which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Intercollegiate Athletics.

1.2 COACH shall be responsible, and shall report, directly to ULM’s Director of Intercollegiate Athletics (the “Director”) and shall confer with the Director or Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of ULM’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties for ULM’s athletic program as the Director may assign, provided the assignment is a reasonable request for a Head Men’s Golf Coach at a Division I institution.

1.4 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.

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

1.6 COACH shall be expected to attend a minimum of eight (8) public events per year as scheduled by the Director.
2.0 Term

2.1 The term of this agreement is for a fixed period of twenty-four (24) months, commencing on the 25th day of August, 2013, and terminating without further notice on the 24th day of August, 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, 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 services pursuant to this agreement count in any way toward tenure at ULM.

2.3 Beginning with the 2013 season, if the men's golf team's Academic Progress Rate (APR) is below a two-year average of 940, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement. If the team's two-year average APR score, at the end of the one-year agreement is equal to or greater than 940, all parties agree to negotiate a new contract, which must be approved by the Board.

3.0 Compensation

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

3.1.1 August 25, 2013 through August 24, 2014 $60,000 per annum
3.1.2 August 25, 2014 through August 24, 2015 $60,000 per annum

3.2 COACH shall receive a monthly cell phone stipend of $65. This stipend will be included on the employee's monthly check. The stipend will be funded by the ULMAF.

3.3 COACH shall be reimbursed, based on actual receipts, up to $8,900 in relocation expenses. These expenses shall be reimbursed by the ULMAF.

3.4 COACH shall receive a club membership at Bayou DeSiard Country Club. The monthly membership fee will be provided by the ULMAF.

3.5 COACH shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval or the University except routine news media interviews for which no compensation is received.
3.6 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 10.1.

4.0 Fundraising

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

5.0 Annual Performance Incentives

5.1 Team Performance

During his employment as COACH of the University’s Men’s Golf Team, the COACH shall have the opportunity to receive the following earned athletics competition incentives in consideration of the efforts in contributing to certain events and occurrences. These athletics competition incentives shall be subject to and inclusive of all mandatory withholdings. These incentives will be secured through the ULMAF.

5.1.1 Athletics Competition Incentives

5.1.1.1 $500 for a winning record in regular season conference competition OR $1,000 for finishing in the top third of the regular season conference standings OR $2,000 for finishing in first place in the regular season conference standings

5.1.1.2 $1,000 for winning the conference tournament

5.1.1.3 $1,000 for participating in a NCAA team championship

5.1.1.4 $500 for being named Conference OR Louisiana Coach of the Year

5.1.2 Academic Incentives

5.1.2.1 $1,000 if team’s annual APR is 950 or greater

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletic 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 if such camp is operated, COACH will operate such camps and that COACH acts as an independent contractor. COACH will be required to sign a separate agreement related to the operation of such camp. Facility and other fees required as part of this contract will be consistent with fees charged to other independent contractors for similar facilities.

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

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

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

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

6.5 The COACH shall assist the department with the maintenance of complete records regarding income and expenditures associated with said camp and available for verification by University auditors.

7.0 Employee Benefits

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

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

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 the University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Declaration of outside employment through appropriate university forms. Shall not be earned while “on duty” or use of University equipment/facilities except as identified in section 5.
8.2 COACH shall report annually in writing to the President through the Director of Intercollegiate 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).

9.0 Compliance with NCAA, Conference, and University Rules

9.1 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 period of time, without pay, or the employment of COACH may be terminated if COACH is found in violation of NCAA Level One or Level Two violations.

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

10.0 Golf Staff

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

11.0 Force Majeure

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

12.0 Termination

12.1 Either party may terminate this Agreement without just cause prior to the expiration of its term by giving thirty (30) days written notice to the other party.
12.1.1 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 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. ULMAF may, at its sole option, pay in a lump sum discounted at 6% or ULMAF may pay in installments of $5,000 monthly until liquidated damages have been paid.

12.1.2 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment, the liquidated damages described in this agreement shall be reduced by the amount of income received by him from said employment. New employment salary shall not be less than rate paid to previous person in that same position. Failure by COACH to make reasonable efforts to secure full-time employment in the coaching profession as described above shall be cause for the release of ULM and the ULMAF from any obligation to make further payments.

12.1.3 In the event that the COACH terminates this Agreement without cause to become employed as a men’s golf coach, then COACH shall be liable to ULM for the remaining months of base compensation due through the expiration of this Agreement. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $5,000 monthly until liquidated damages have been paid. If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, or employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

12.4 Upon termination of this Agreement by either party for any reason, any entitlement to courtesy automobile or stipend, cell phone or stipend, etc., will cease seven (7) days after termination.

13.0 Severability

13.1 If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Dr. Nick J. Bruno
President

Brian Wickstrom
Director of Athletics

Walt Williams
Head Men’s Golf 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

October 22, 2013


EXECUTIVE SUMMARY

Under this agreement, through June 30, 2014, the University will pay Coach $100,000 annually. If the contract is not terminated by either party before June 1, 2014, the contract will extend for a period of one year through June 30, 2015, subject to approval of the Board. Coach will also be provided use of a courtesy car provided by an automobile dealership through the University (University will maintain appropriate insurance).

During the time of employment as head coach, the Privateer Athletic Foundation (PAF) will pay Coach $57,000 for his participation in PAF initiatives supporting university and department promotional events, public speaking opportunities, multi-media obligations, and fundraising initiatives.

If the University terminates the agreement without cause prior to June 30, 2014, the Coach shall be entitled to the remaining compensation during the term of the contract. If Coach chooses to terminate the contract without cause prior to June 30, 2014, Coach would be liable to the University for the remaining compensation during the term of the contract.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of a contract with Mr. Ronald Maestri, Head Men’s Baseball Coach, effective July 8, 2013.
October 2, 2013

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

Dear Dr. Woodley,

I am requesting approval of an employment contract for a head baseball coach, Mr. Ronald Maestri. I have attached the original, signed employment contract.

Thank you for your consideration.

Sincerely,

[Signature]

Peter J. Fos
President
University of New Orleans
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 8th day of July, 2013 between the University of New Orleans and through its President, Dr. Peter Fos, the Privateer Athletic Foundation and through its President, Michael Sapera, and Ronald Maestri (the “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (the “Board”), the management board for the University of New Orleans.

1.0 Employment

1.1 The University of New Orleans (the “University”) does hereby employ COACH as head Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to the University of New Orleans Department of Intercollegiate Athletics, which are typically required of a Head Baseball Coach in a Division I baseball program, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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

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

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

2.1 The term of this agreement is for period of one (1) years commencing on the 8th day of July, 2013 and extending through the 30th day of June, 2014. The contract will be extended for one (1) year through the 30th day of June, 2015 if not terminated in writing by either party on or before June 1, 2014, subject to approval of the Board.

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

2.3 This agreement may be amended or extended during the period of this contract by mutual signed agreement of both COACH and University, subject to approval of the Board.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH an annual salary of $100,000 payable on a semi-monthly basis.

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

4.1 During the time of employment as head coach, the Privateer Athletic Foundation ("PAF") will contract with R.J. Maestri, Inc., with its principle being COACH who is required to perform all obligations for and in consideration of, annually $57,000, in two installments, as an independent contractor for the Privateer Athletic Foundation payable on the 15th of October and 15th of February. COACH, through R. J. Maestri, Inc, accepts his role with the Foundation as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the University or the PAF. In this capacity, COACH, and for Coach’s participation in Foundation initiatives supporting the university and department promotional events, public speaking opportunities, multi-media obligations and fundraising initiatives, COACH through R.J. Maestri, Inc., will receive the above compensation. Payments made to COACH from the PAF shall not be considered earned income for the purpose of computation of retirement benefits with his University employment. No withholdings will be made from these payments, and COACH, through R. J. Maestri, Inc., shall be responsible for all applicable taxes. The PAF will issue the appropriate informational return to R. J. Maestri, Inc., on behalf of COACH and to the Internal Revenue Service, and provide a copy to the University.

4.2 Tickets: COACH will receive eight (8) baseball season tickets for UNO home games. COACH will receive four (4) men's basketball season tickets and four (4) women's basketball season tickets per season for admission to all UNO home games.

4.3 Vehicle/Insurance: COACH will be provided the use of a courtesy vehicle provided by an automobile dealership through the University of New Orleans. The University, through the Office of Risk Management (ORM), will maintain appropriate insurance provided by
the State of Louisiana for official state business. COACH will be required to provide vehicle identification and related information to the Director and must be filed with the ORM and the motor division of UNO Facility Services prior to use. COACH is responsible for routine maintenance, fuel and vehicle cleaning.

5.0 Endorsements and Multi-Media Rights

5.1 The University shall retain all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the baseball program. COACH shall not endorse or serve as a spokesperson for a business, product, service, service organization or charitable organization without prior approval from the Director of Athletics or the University President. Permission shall not be unreasonably withheld. COACH shall not enter into an agreement to for endorsement on behalf of the University. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

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

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

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

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

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

7.0 Outside Income-Subject to Compliance with Board Rules

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

7.2 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).

8.0 Compliance with NCAA, Conference and University Rules

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

8.2 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 create goodwill and a good image for the University.

9.0 Baseball Staff

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

10.0 Termination

10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. Termination by the PAF will occur upon termination by the University in the same manner. Conditions of termination expressed herein applicable to the University will also be applicable to the PAF.

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

10.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause prior to June 30, 2014, the COACH shall be entitled liquidated damages equal to the remaining compensation due to COACH through the term of the contract.

10.4 If contract is terminated without cause prior to June 30, 2014 by the COACH, the University shall be entitled to liquidated damages paid by the COACH to the university equal to the remaining compensation due to COACH under section 3 through current fiscal term ending June 30. The liquidated damages shall be due and payable no later than sixty (60) days from the date of the termination. In the event a termination is made by the COACH for cause, which is specifically limited to the University and/or PAF’s failure to perform its obligations under this agreement (excluding a declaration of financial exigency under paragraph 10.5), liquidated damages will not be enforced, provided written notice of the cause is received by the University, not less than thirty (30) days prior to COACH terminating the agreement. In the event of death or incapacitating disability of Coach, this agreement shall terminate with all parties with no penalty of liquidated damages to any party hereto.
10.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination. Amounts due for the year which come due during the University's current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the PAF.

11.0 Fundraising

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

12.0 Force Majeure

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

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

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

WITNESSES:

[Signatures]

UNIVERSITY OF NEW ORLEANS

BY: [Signature]

Ronald Maestri
Head Baseball Coach

BY: [Signature]

Ronald Maestri, President / Principal
R. J. Maestri, Inc.

BY: [Signature]

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

BY: [Signature]

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

BY: [Signature]

Michael Sapera / President
Privateer Athletic Foundation

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

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

ATHLETIC COMMITTEE

October 22, 2013

Item F.7.  University of Louisiana System’s report of significant athletic activities for the period of August 5 to October 6, 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.
Louisiana Tech University
The women’s tennis team started the fall season off in impressive fashion with finals appearances in doubles and two flights in singles to take the team title at the Big Easy Tennis Classic hosted by UNO at the University Tennis Center in New Orleans.

McNeese State University
In women’s tennis, Klaudia Gawlik and Diana Pireiu have been named ITA (Intercollegiate Tennis Association) All-Academic Scholar-Athletes. In order to earn ITA Scholar-Athlete status a player must be a varsity letter winner, have a grade point average of at least 3.50 (on a 4.00 scale) for the current academic year, and have been enrolled at his/her present school for at least two semesters (including freshman thorough senior year). Gawlik posted a 3.74 GPA while Pireiu posted a 3.64 GPA.

McNeese head soccer coach Scooter Savoie earned his 100th career win on September 1 as the Cowgirls battled to a 1-0 win over ULM at Cowgirl Field.

Life without All-American cross country runner David Rooney for McNeese State continued in a successful way when Alex Bruce-Littlewood took the individual championship at the 38th annual Just F. Cooper Memorial Rice Invitational.

Nicholls State University
The men’s tennis team came away with one championship in the Ron Wesbrooks Invitational as Jeoffrey Noblecourt went undefeated in singles play to claim the Flight Four championship.

Northwestern State University
The women’s tennis team, which played in the 2013 NCAA Tournament after winning the Southland Conference Tournament championship, has earned a spot on the Intercollegiate Tennis Association’s All-Academic Team roster as seven Lady Demons have been named ITA Scholar-Athletes. The Lady Demons posted a team grade point average of 3.72 on a 4.0 scale in 2012-13 to earn the ITA honor, which had a minimum 3.2 GPA requirement. Northwestern State is the only Southland team and joins Tulane and UNO as the only state schools on the ITA All-Academic Team list, which includes 128 Division I programs around the country.

The American Volleyball Coaches Association has chosen Northwestern State, along with 622 other programs, to receive the Team Academic Award for the 2012-13 season, an honor the Lady Demon squad has received for the second year in a row. The award, which was initiated in the 1992-93 academic year, honors collegiate and high school volleyball teams that displayed excellence in the classroom during the school year by maintaining at least a 3.30 cumulative team grade point average on a 4.0 scale or a 4.10 cumulative team GPA on a 5.0 scale.
The football program has received recognition from the FCS Athletic Directors Association, which honors the team in each FCS conference with the largest increase over a year’s time in its NCAA Academic Progress Rate score. For the academic year 2011-12, Northwestern State football had the largest APR increase of any Southland Conference program. Director of Athletics Greg Burke displayed the plaque sent by the FCS ADA during the recent Fall Sports Media Day Luncheon, and presented it to head coach Jay Thomas and head academic coordinator Carrie Crowell.

**Southeastern Louisiana University**
Matt Reynolds and Walter Smith are a part of the athletic trainer’s staff. Currently assigned to cross country and track & field, they recently accompanied the men’s and women’s teams to the McNeese Cowboy Stampede. During a charity run prior to collegiate competition, they helped perform life-saving procedures on a collapsed runner; ultimately reviving the man from a non-responsive state.

Behind individual medalist Grady Brame, the men’s golf team completed a dominant 16-stroke victory at the David Toms Intercollegiate, at the University Club.

**University of Louisiana at Lafayette**
On the eve of preseason practice starting for the volleyball team, the squad was singled out nationally on August 7 for its academic accomplishments when it received the AVCA Team Academic Award. They earned the award by maintaining a 3.30 cumulative grade point average for the team during the 2012-13 academic year.

The men’s tennis team earned the ITA (Intercollegiate Tennis Association) All-Academic Team Award for the third straight year. ULL also had seven players named to the ITA Scholar-Athlete list for posting a 3.5 grade point average or better during the 2012-13 season.

**University of Louisiana at Monroe**
The women’s golf team had another strong performance to finish atop the leaderboard in both team and individual competition of the Fred Marx Invitational, held at Bayou DeSiard Country Club. The Warhawks nabbed both first place finishes with record breaking performances. As a team, ULM set a new 54-hole record by an impressive 22 strokes.

For the third consecutive year, both the ULM men and women cross country teams won the Warhawk Invitational held at Selman Field. The Warhawks defeated Grambling State and Jackson State to take the crown.

Charlie Macneal won the top spot in individual competition and helped lead the men’s golf team to a second place finish at the Husky Invitational, hosted by Houston Baptist University.

**University of New Orleans**
The men’s tennis team paced the Southland Conference when six of its members were named Intercollegiate Tennis Association (ITA) Scholar-Athletes. An ITA Scholar-Athlete is a student-athlete who posts a 3.5 or higher grade point average during the course of the academic year. Nationally, UNO was one of just 25 schools to have at least six student-athletes named ITA Scholar-Athletes. This puts the Privateers in exclusive company with schools including Cornell, Dartmouth, George Washington, Mississippi State, Nebraska, Notre Dame, Stanford and Yale,
among others. Ricardo Campos, a 2013 Southland All-Academic selection, headlined the group of six UNO student-athletes by registering a 3.92 grade-point average during the 2012-13 calendar.

For the first time in school history, the women’s tennis team was named an Intercollegiate Tennis Association (ITA) All-Academic squad. One of the 67 women’s programs from across the country to be named an ITA All-Academic squad, UNO posted a 3.71 grade point average as a team during the past academic year. The combined result placed the Privateers well above the 3.2 grade point average threshold needed to earn the accolade.

Freshman Sofia Johnsson was a member of the gold medal-winning 4 x 400 relay team at the Nordic Junior Championships held in Finland. Johnsson ran the second leg of the relay for the Swedish junior national team, which finished the event in a time of 3:45.82. Johnsson and her teammates edged out Iceland (3:46.28) and Finland (3:46.67) to gain a place atop the podium.

For the third consecutive year, members of the New Orleans basketball team took part in “National Day of Service” as part of a national initiative in observance of the events of September 11, 2001. This year the student-athletes and coaching staff partnered with Harbor Community Church and ventured out into two areas of the city. One group traveled to the Lower Ninth Ward to help clean up and remove blight, while a second group returned to the Baptist Friendship House located on Elysian Fields Avenue in the Marigny neighborhood to complete a project from a year earlier.