AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:15 a.m., Friday, December 12, 2014**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Carl Shetler, Chair
Mr. David Guidry, Vice Chair
Mr. John LeTard
Mr. Jimmie “Beau” Martin, Jr.
Mr. Mark Romero
Mr. Robert Shreve
Mr. Winfred Siblee

A. Call to Order
B. Roll Call
C. Consent Agenda:

   Board Agenda Item F.1.

   Southeastern Louisiana University’s request for approval of a contract with Mr. Blake
   Hornbuckle, Head Women’s Soccer Coach, effective February 1, 2015.

   Board Agenda Item F.2.

   University of Louisiana at Lafayette’s request for approval of a contract with Mr. Scott
   Farmer, Athletic Director, effective October 1, 2014.

   Board Agenda Item F.3.

   University of Louisiana at Monroe’s request for approval of a contract with Mr. Bruce
   Peddie, Head Men’s Baseball Coach, effective December 1, 2014.
Board Agenda Item F.4.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Corey Lyon, Head Women’s Softball Coach, effective December 1, 2014.

D. Other Business

E. Adjournment
CONSENT AGENDA
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

December 12, 2014

Item F.1. Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Hornbuckle, Head Women’s Soccer Coach, effective February 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through January 31, 2017, Coach’s base annual salary is $49,990. Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA. In the event Coach terminates the Contract to take another Division 1 head coaching job prior to completion of term, Coach will be liable to the University for $25,000 if during first year of contract and $20,000 if during second year of contract.

Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the women’s soccer program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, Coach will receive a 90-calendar-day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the University. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
The University and the Lion Athletics Association 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 Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Hornbuckle, Head Women’s Soccer Coach, effective February 1, 2015.**
November 20, 2014

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

Re: Athletics Coach Contract

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract for athletics coach be placed on the agenda for the December 2014 meeting of the Board of Supervisors:

- Women’s Soccer Head Coach – Blake Hornbuckle

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain  
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S SOCCER COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of February 2015, between
Southeastern Louisiana University through its President, Dr. John Crain and Blake Hormbuckle
(hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of
Supervisors of the University of Louisiana System, the management board for Southeastern
Louisiana University, and therefore the terms and conditions set forth in this agreement should
not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

Coach Initial: ___________________________ Admin Initial: ___________________________
athletics programs.

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

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

2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of February, 2015 and terminating without further notice to COACH on the 31st day of January, 2017 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $49,990 for the term of this agreement on a bi-weekly basis.

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

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

4.0 Incentive Compensation

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

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

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and WOMEN’S SOCCER Team.

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

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

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

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

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

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

(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletic Department, the Office of University Advancement and the Lion...
6.0 Camps and Clinics

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

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

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

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

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

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

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

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

(e) Annual leave shall be requested to cover the dates and times of the camp operation for all UNIVERSITY personnel involved.
(f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by UNIVERSITY auditors.

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

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

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

7.0 Employee Benefits

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

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

7.3 Courtesy/Leased Vehicle Benefit

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

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

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

(c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The COACH further agrees to abide by all rules and regulations as outlined in PPM 49 as it relates to car allowances.

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

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

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

12.0 Termination

12.1 Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

(a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 from the date of termination to the end of the fiscal year in which the coach is terminated.

(b) The remaining portion of money owed to COACH as outlined in Section 3.1 for the period after the fiscal year in which the coach is terminated and any additional money owed as outlined in Section 3.2 shall be paid by the Lion Athletics Association (LAA).

12.2 In the event the COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the coach will owe the University the following:

- Termination during first contract year: $25,000
- Termination after conclusion of first contract year: $20,000

Coach Initial: [Signature] Admin Initial: [Signature]
Payment shall be due one hundred twenty (120) days following notice of termination.

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

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

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

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

(d) Substantial and manifest incompetence

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

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

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

12.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association.
14.0 **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.

15.0 **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.

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

SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
Women’s Soccer, Head Coach

AGREEMENT
HEAD WOMEN’S SOCCER COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Blake Hornbuckle the University Head WOMEN’S SOCCER Coach.

1.

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

2.

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

13 Coach Initial: Admin Initial:
3.

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

Entered into this _____ day of ________________, 20____.

[Signatures and Dates]

[Signature]
Date
PRESIDENT - Dr. John Crain
Southeastern Louisiana University

[Signature]
Date
Jay Artigue
DIRECTOR OF ATHLETICS

[Signature]
Date
Blake Hornbuckle
HEAD WOMEN’S SOCCER COACH

[Signature]
Date
PRESIDENT
LION ATHLETICS ASSOCIATION

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

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

[Admin Initials]
Item F.2. University of Louisiana at Lafayette’s request for approval of a contract with Mr. Scott A. Farmer, Athletic Director, effective October 1, 2014.

EXECUTIVE SUMMARY

Under the proposed three-year agreement effective through September 30, 2017, the Director’s salary for each year is $210,000 payable in equal monthly installments of $17,500. In addition, the contract provides that the Director can receive annual merit raises as would any other University unclassified employee. Director shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of $6,000 per year payable in monthly installments of $500 by the University from the University of Louisiana at Lafayette Foundation. The agreement also stipulates that the University of Louisiana at Lafayette Foundation shall pay supplemental compensation subject to standard federal and state withholdings for the following events or occurrences:

- $3,000 should all teams meet or exceed the NCAA minimum threshold for the Academic Progress Rate.
- $3,000 should the overall NCAA graduation rate for student-athletes exceed the graduation rate of all students at the University and at least 50% of student-athletes achieve a 3.0 GPA or better GPA.
- $3,000 if there are no NCAA major infractions.
- $3,000 if the paid attendance for football and men’s basketball games home games increase by 10% or more over the previous season’s attendance.
- $3,000 if the paid season tickets for football and men’s basketball games home games increase by 10% or more over the previous season’s paid season tickets.

In addition, the Director shall receive the following compensation for post-season play and the conference all-sports championship:

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<tr>
<th>Sport</th>
<th>NCAA Post-Season</th>
<th>NCAA Championship</th>
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<tr>
<td>Men’s or Women’s Basketball</td>
<td>$4,000</td>
<td>$20,000</td>
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<tr>
<td>Softball or Baseball</td>
<td>$4,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Football (Division I-FBS Bowl)</td>
<td>$4,000</td>
<td></td>
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<tr>
<td>Other All-Sports Championship</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>Conference All-Sports Championship</td>
<td>$10,000</td>
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</tbody>
</table>
The total amount of supplemental compensation shall not exceed 20% of Director’s base annual salary in any contract year.

If the University terminates the agreement without just cause, the Director shall only be entitled to receive an amount equal to the base salary for a period of one year or until the employment term expires, whichever is earlier. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The University of Louisiana at Lafayette Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration). In the event the Director secures other employment, the University shall be required to pay the deficit, if any, between the base salary in this agreement and the amount of his new salary so that the Director’s salary will remain the same.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Director.

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 Lafayette’s request for approval of a contract with Mr. Scott A. Farmer, Athletic Director, effective October 1, 2014.
November 20, 2014

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

Dear Dr. Woodley:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Scott Farmer, Director of Athletics.

Please place this item on the agenda for the December 2014 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

E. Joseph Savoie
President

Attachment
CONTRACT OF EMPLOYMENT
DIRECTOR OF ATHLETICS

STATE OF LOUISIANA
PARISH OF LAFAYETTE

THIS AGREEMENT made and entered into this 26th day of November, 2014, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS (Board) by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated educational institution ("University"), herein represented by Dr. E. Joseph Savoie, the duly authorized University President, and Scott A. Farmer ("Farmer"). 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 Lafayette, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Farmer as Director of Athletics under the terms and conditions as set forth herein; and

WHEREAS, Farmer desires to provide his services as Director of Athletics of University’s athletics program under the terms and conditions as set forth herein.

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

1. Employment. Subject to the conditions stated in the provisions of this Agreement, University hereby employs Scott A. Farmer as Director of its athletics program, and Farmer hereby agrees to and does accept the terms and conditions for said employment described herein.

2. Term. This Agreement shall be effective October 1, 2014 and shall expire on September 30, 2017, subject to the terms of this Agreement. This Agreement shall automatically expire if Farmer dies or, if in conformance with applicable law, he is determined to be unable to perform his essential duties as described herein. This
Agreement is renewable solely at the option of the University and subject to approval by the Board; provided, however, that if University continues to accept Farmer’s services as Director of Athletics after expiration of the aforesaid term without execution of a new agreement or an amendment to extend the term of this Agreement, Farmer’s employment as Director of Athletics shall be on a month-to-month employment-at-will basis.

3. **Duties.** Farmer shall faithfully and conscientiously perform the duties of Director of the University’s Athletic Program which are expressly assigned and/or inherent in the position of Athletics Director. Farmer shall report to the President and shall be responsible for directing, managing, and supervising all personnel in the Athletic Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with Farmer.

In addition to the duties of the Director of Athletics as may be contained in University and the University of Louisiana Board of Supervisors (Board) policies or guidelines, Farmer’s duties and responsibilities include, but are not limited to, the following:

a. Farmer shall devote such time and attention to the duties of Director of Athletics as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with the University’s interest.

b. Farmer shall have the duty and responsibility to provide leadership, supervision, and promotion of University’s athletic programs. As directed by the President, Farmer shall have the duty and responsibility to develop, direct, implement and maintain a fundraising program with private donors, corporate sponsors, and others for the benefit of the Athletics Department.

c. Farmer shall have the duty and responsibility to be fully knowledgeable of and ensure the Athletics Department’s and Athletics Department Personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. Farmer shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that Farmer has knowledge of, or has reasonable cause to believe, that violations
of University policies, laws or governing athletic rules have taken place, Farmer shall inform the President as well as take all necessary measures to bring the University in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.

d. Farmer shall have the duty and responsibility to work in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with Farmer.

e. Farmer shall have the duty and responsibility to use his best efforts to ensure the financial and fiscal health and wellbeing of the Athletics Department including the duty to direct all intercollegiate athletic activities, including but not limited to: management and supervision of staff, budget preparation and control, and other resources. Farmer shall make no financial commitments beyond those authorized in the annual budgets for which he is responsible. Farmer shall make no contractual commitments without prior written authorization of the President or his designee.

f. Farmer shall have the duty and responsibility to use his best effort to ensure that student-athletes conduct themselves in a manner that will reflect a positive image for the University at all times during their tenure as participants in the University’s athletic programs.

g. Farmer shall have the duty and responsibility to provide leadership for public relations programs and develop campus and community support for the program.

h. Farmer shall have the duty and responsibility to choose teams and schedule intercollegiate athletic games and direct means of travel to be employed by team members and coaching staff, hotel, food accommodations, size and content of travel squad and party.

i. Farmer shall have the duty and responsibility to use best efforts to achieve the goals as set out in the Strategic Plan developed in consultation with the President.

j. Farmer shall have the duty and responsibility to maintain effective relations with governing boards, associations, conferences, and University’s alumni, students, faculty, and staff.
k. Farmer shall have the duty and responsibility to provide an environment for admissions, financial aid, academic eligibility and recruiting to be conducted properly. Farmer shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.

l. Farmer shall have the duty and responsibility to promote the University’s commitment to equal opportunity and affirmative action in personnel actions.

m. Farmer shall have the duty and responsibility to require and to use his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and University policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and all state and federal non-discrimination laws. Farmer shall have the duty and responsibility to staff the programs with individuals who strengthen the intercollegiate athletic programs within University’s educational and ethical mission and standards.

n. Farmer shall have the duty and responsibility to be available for and participate in public services duties on behalf of the University, including fundraising and academic promotions and to conduct himself in a manner that is consistent with the professional standards expected of the Director of Athletics of an intercollegiate athletics program.

o. Farmer shall have the duty and responsibility to adhere to and carry out other directives and responsibilities as may be given by the President from time to time.

4. **Salary.** In consideration for the services of Farmer and satisfactory performance of the conditions of this Agreement, University agrees to pay Farmer a total base salary of $210,000.00 payable in equal monthly installments. Farmer shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if these presents are specifically amended to incorporate same. Compensation shall be paid on a monthly basis on the last day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to the University’s non-academic administrative
employees. All salary payments shall be subject to withholding and other applicable taxes.

5. **General Benefits.** Farmer shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered university-wide. Employment benefits shall be calculated only upon the base salary amount.

6. **Automobile Allowance.** Farmer shall be provided the use of a vehicle by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 ($6,000) Dollars per year, paid in equal monthly installments of Five Hundred Dollars. Funds for these automobile benefits shall be provided to the University from the University of Louisiana at Lafayette Foundation, and, as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

7. **Supplemental Compensation.** During his employment as Director of the University’s Athletics Department, Farmer shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid from University of Louisiana at Lafayette Foundation unrestricted athletic funds. During the term of this agreement and unless Farmer has been suspended or terminated, Farmer shall be entitled to supplemental compensation for the following events or occurrences each academic year:

   a. $3,000.00 If all teams meet or exceed the NCAA minimum threshold for Academic Progress Rate (APR).
   b. $3,000.00 If the overall NCAA graduation rate for student athletes exceed the graduation rate for the University general student population.
   c. $3,000.00 If at least 50% of student-athletes achieve a 3.0 GPA or better GPA.
   d. $3,000.00 If there are no NCAA major infractions.
   e. $3,000.00 If the paid attendance for football and men’s basketball home games increases by 10% or more over the previous season’s attendance.
   f. $3,000.00 If the paid season tickets for football and men’s basketball increases by 10% or more over the previous season’s paid season tickets.
8. **Post Season and Conference All-Sports Championship.** Farmer shall receive the following compensation for team post-season play and the conference all-sports championship in addition to the salary and other benefits specified herein:

<table>
<thead>
<tr>
<th>Sport</th>
<th>NCAA Post-Season</th>
<th>NCAA Championship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men’s or Women’s Basketball</td>
<td>$4,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Softball or Baseball</td>
<td>$4,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Football (Div I-FBS Bowl)</td>
<td>$4,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Other Sport Conference Championship $2,500.00
Conference All-Sports Championship $10,000.00

The compensation set forth herein shall be paid within thirty (30) days after Farmer qualifies to receive such compensation. (For example, within (30) days after the men’s basketball team is selected to participate in post-season play.)

Post Season and Conference All-Sports Championship compensation shall be paid by the University of Louisiana at Lafayette Foundation.

9. **Total Supplemental Compensation.** The total supplemental compensation described in Sections 7 and 8 shall not exceed twenty percent (20%) of Farmer’s base annual salary in any contract year.

10. **Compliance with Law, Policy, and Regulations.** Farmer agrees to provide his services consistent with the terms and conditions of this Agreement, the laws of the United States of America and State of Louisiana, the policies, guidelines, and requirements of the University and its governing board, the constitution, bylaws and rules and regulations of the NCAA, and of any conference with which the University may be affiliated. In addition to the aforesaid, Farmer agrees to perform his services under this Agreement diligently and faithfully. Further, Farmer shall not violate the criminal codes of the State of Louisiana or the United States of America. Farmer’s failure to comply with Paragraph 10 may result in disciplinary action up to and including termination of this Agreement.

11. **Endorsement/Personal Gain.** Farmer agrees that he shall not, directly or by implication, use the University’s name or logos in the endorsement of commercial products or services and/or in any way use his employee standing as Director of Athletics for personal benefit or gain without prior written approval from the University consistent with Board and University policies. This prohibition includes, but is not limited to, soliciting and/or
accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.), or receiving a fee based upon any contracts and purchase of goods and services for the Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause. Farmer agrees that he shall not personally, or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Agreement without first having obtained consent from the President.

12. **Financial Disclosures.** As required by Article 11.2.2 of the NCAA Division I Manual (2013-14), Farmer is required to provide a written detailed account annually to the President for all athletically related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales (Note: sale of complimentary tickets is prohibited by University policy);
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

The approval of all athletically related income and benefits shall be consistent with Board and University outside employment and conflict of interest policies and any other applicable laws, policies, guidelines and regulations.

13. **Evaluation.** The President shall evaluate Farmer annually prior to October 1 of each year. In the event that Farmer meets all annual performance targets, as determined in the sole discretion of the President, this contract may be extended for an additional year for each year that Farmer meets said performance targets.

14. **Termination without Cause.**

a. The University may terminate this Agreement in the sole and absolute discretion of the President. Prior to the termination of Farmer, University will obtain approval from the President of the University of Louisiana System. In the event Farmer is terminated without cause, Farmer shall only be entitled to receive an
amount equal to the salary described in Paragraph 4 for a period of one (1) year or until the employment term expires, whichever is earlier. The University will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of Louisiana at Lafayette Foundation. Upon such termination, the University will have no other obligation to Farmer whatsoever.

b. In the event of termination without cause, Farmer agrees to actively seek other employment commensurate with his education and experience. In the event Farmer secures other employment, subject to the dual employment laws of Louisiana, then the University shall be required under subsection (a) to pay Farmer the deficit, if any, between the salary described in Paragraph 4 and the salary received by Farmer in his new employment so that for the period described in (a) above, Farmer’s salary will remain the same. As a condition of receiving any amounts under this Paragraph, Farmer shall provide a monthly compensation report to the University on the first of each month detailing all compensation received and all efforts undertaken to secure employment during the previous month.

15. **Termination for Just Cause.** The University has the right to terminate this Agreement for “just cause.” In addition to failure to comply with this Agreement, grounds for termination under this Section also includes, but is not limited to:

a. Deliberate or persistent failure to perform duties and responsibilities.

b. Refusal to perform assigned duties to best of ability.

c. Failure to comply with directive from President or other insubordination.

d. Serious or intentional violation of any applicable law, rule, regulation, policy or guideline that, in sole judgment of the President, reflects adversely upon University or condoning violation of the same.

e. Serious or intentional violation by any coach or employee under Farmer’s supervision of any applicable law, rule, regulation, policy or guideline that, in sole judgment of President, reflects adversely upon University.

f. Prolonged absence from University without University’s consent.
g. Poor performance evaluation by the President not corrected within a reasonable
period of time, as determined by the University, following notice to Farmer.

h. Conduct in violation of any federal or state criminal statute.

i. Conflict of interest or any conduct that is grounds for termination under
University or Board policies or guidelines.

j. Failure to administer the department in conformity with sound fiscal management
practices, including, but not limited to, failure to abide by applicable rules and/or
regulations of the University or the Board.

In the event of a termination under this Section, Farmer shall not be entitled to
receive any compensation or any other amount from the University beyond the
termination date.

16. Non-Discrimination. Farmer shall not discriminate against any individual, including but
not limited to, employment of coaches and other staff, and the recruitment of players
because of race, color, gender, age, religion, national origin, citizenship, disability, sexual
orientation, genetic information, retirement or veteran status and shall comply with all
federal and state regulations and University policies, and shall require and encourage his
staff to participate in training programs offered by the University. Furthermore, Farmer
shall be responsible for and shall require his staff to comply with all personnel policies
and guidelines, including but not limited to, those dealing with prohibited discrimination,
harassment and retaliation.

17. Compliance with NCAA, Conference and University Rules. Farmer shall abide by the
rules and regulations of the NCAA, Conference and University. If found in violation of
NCAA regulations, Farmer shall be subject to disciplinary or corrective action as set forth
in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). Farmer may be suspended
for a period of time, without pay, or the employment of Farmer may be terminated if
Farmer is found to be involved in major, deliberate or serious violations of NCAA
regulations which result in an official finding by the NCAA (NCAA Constitution 11.2.1).
Farmer shall also abide by the State of Louisiana Code of Governmental Ethics,
University Policy and Regulations, and the policies and regulations of the University of
Louisiana System. In public appearances, he shall at all times conduct himself in a
manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

18. **Termination Remedies.** Farmer agrees that in the event of termination of this Agreement by the University for any reason, his sole and exclusive remedy, if any, against the University shall be in accordance with the provisions set forth in this agreement. In no event shall the University be liable for direct, indirect, special, incidental or consequential damages.

19. **Miscellaneous.**

   a. This Agreement shall be governed by and construed under the laws of the State of Louisiana. Any and all claims against the State of Louisiana, including the University or its employees based upon this Agreement, shall be heard and determined in the manner prescribed by law.

   b. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

   c. Farmer agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify the Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

   d. The University may cancel this Agreement at any time upon thirty (30) days’ notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.

   e. Farmer shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

   f. Farmer acknowledges that he has read and understands the foregoing provisions of this Agreement, that he has been afforded and has exercised the opportunity to consult with personal legal counsel that the provisions are reasonable and
enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.

g. The parties agree and understand that the terms of this Agreement are subject to its recommendation by the President and contingent upon approval of the Board.

h. This Agreement supersedes all other agreements between the parties and contains all the terms between the parties and may be amended only in writing, signed and agreed to by both parties, and approved by the Board.

i. No delay or failure to enforce any provision of this Agreement by the University shall constitute a waiver or limitation of rights enforceable under this Agreement.

IN WITNESS WHEREOF, Farmer and the duly authorized representative of University have caused this Agreement to be executed on the dates indicated.

For The University of Louisiana at Lafayette

Dr. E. Joseph Savoie, President

[Signature]

Date: 11/20/14

For Scott A. Farmer

[Signature]

Date: 11-20-14

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

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

BETWEEN:
UNIVERSITY OF LOUISIANA AT LAFAYETTE
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION
AND SCOTT A. FARMER

AGREEMENT
DIRECTOR OF ATHLETICS

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Scott A. Farmer.

1. The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of Scott A. Farmer for the position of Athletic Director. To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any sums which may be due upon the termination of Scott A. Farmer pursuant to paragraph 14 of the employment agreement.

2. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the salary of Scott A. Farmer pursuant to paragraphs 6-9 of the employment agreement between the University of Louisiana at Lafayette and the Director of Athletics. All sums shall be paid from unrestricted athletic funds.

3. The University of Louisiana at Lafayette Foundation and Scott A. Farmer hereby acknowledge that they have been provided a copy of this agreement and the employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 30th day of November, 2014.

E. JOSEPH SAVOIE, PRESIDENT
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT A. FARMER

JULIE BOLTON FALGOUT, PRESIDENT/CEO
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of _______________ 2014.

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

ATHLETIC COMMITTEE

December 12, 2014

Item F.3. University of Louisiana at Monroe’s request for approval of a contract with Mr. Bruce Peddie, Head Men’s Baseball Coach, effective December 1, 2014.

EXECUTIVE SUMMARY

Under the proposed agreement for forty-three months, effective through June 30, 2018, Coach’s annual salary is $80,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- Earn additional year to contract if the team finishes with an overall record above .500 for the 2015 season.
- $5,000 if team qualifies for the NCAA Division 1 Men’s Baseball Regionals.
- $2,500 if team qualifies for the NCAA Division 1 Men’s Baseball Super Regionals.
- $5,000 if team qualifies for the NCAA Division 1 Men’s College World Series.
- $5,000 if team wins the NCAA Division 1 Men’s College World Series.
- $1,000 for being named Conference or Louisiana Coach of the Year.
- $1,000 if team’s annual APR is 950 or greater.

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then Coach is entitled to the twelve months of base compensation from termination date. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30) shall be paid by ULM, and the ULMAF shall be responsible for remaining compensation. If Coach terminates agreement without cause to become employed as a Men’s Baseball Coach, then Coach shall be liable to the University for the remaining months of base compensation due through the current fiscal year.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Bruce Peddie, Head Men’s Baseball Coach, effective December 1, 2014.
November 18, 2014

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. Bruce Peddie, Head Men’s Baseball Coach. Upon Board approval, I request that this contract be effective December 1, 2014 – June 30, 2018.

Thank you for your consideration.

Sincerely,

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

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of December, 2014, 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 Bruce Peddie (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, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University does hereby employ COACH as Head Men’s Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men’s Baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and 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 Baseball 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 be expected to participate in an appropriate number of non-conference “guarantee” baseball games on an annual basis. The number of these contests will be determined by mutual consent of both the Director and COACH.
1.6 COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of baseball games as well as weekly radio and/or television shows.

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

1.8 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 forty-three (43) months, commencing on the 1st day of December, 2014 and terminating on the 30th day of June, 2018. In the event written notice is not given by either party to this agreement to the other thirty (30) days prior to the termination date as herein provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional twelve (12) months.

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 2015 season, if the Men’s Baseball team’s Academic Progress Rate (APR) is below a single year score of 940 at any point for duration of the contract, COACH shall not be eligible for any incentives under this agreement and term of this agreement shall be converted to a one (1) year contract.

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 | December 1, 2014 through June 30, 2015 | $80,000 per annum |
| 3.1.2 | July 1, 2015 through June 30, 2016 | $80,000 per annum |
| 3.1.3 | July 1, 2016 through June 30, 2017 | $80,000 per annum |
| 3.1.4 | July 1, 2017 through June 30, 2018 | $80,000 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 not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received.

3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.1.

4.0 Fundraising

4.1 All fundraising activities by COACH must be pre-approved by the Director of Athletics, or his/her designee, and the appropriate ULM Athletic Foundation representative, 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 Baseball Team, the COACH shall have the opportunity to receive the following earned athletics competition and academic incentives in consideration of the efforts in contributing to certain events and occurrences. Any incentives, if achieved, will be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached. These 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 Earn additional year to contract if the team finishes with an overall record above .500 for the 2015 season.

5.1.1.2 Earned salary supplement of five thousand ($5,000) dollars if the team qualifies for the NCAA Division I Men’s Baseball Regionals.

5.1.1.3 Earned salary supplement of two thousand-five hundred ($2,500) dollars if the team qualifies for the NCAA Division I Men’s Baseball Super Regionals.
5.1.1.4 Earned salary supplement of five-thousand ($5,000) dollars if the team qualifies for the NCAA Division I College World Series. An additional five-thousand ($5,000) dollars will be earned if the team wins the NCAA Division I College World Series.

5.1.1.5 Earned salary supplement of one-thousand ($1,000) dollars 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

5.1.2.1.1 Coach shall be responsible for all taxes paid on incentives paid by the ULMAF.

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 may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Director. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed three-hundred ($300) dollars toward the expense of a vehicle. Funding for the allowance, plus any applicable benefits, must originate from sources outside of the University, and an amount equal to the annual sum of the allowance and applicable benefits, must be transferred to the University upon signature of this agreement. The University will disperse the allowance to COACH in equal monthly installments using normal University payroll procedures.

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

7.4 COACH shall not enter into contracts with shoe or apparel manufacturers for promotional purposes as the Athletic Department is under exclusive contract with Adidas.

7.5 For each Men's Baseball season, COACH shall be entitled to a total of twelve (12) tickets per home baseball game and six (6) tickets to all other home athletic competitions.

8.0 Outside Income – Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of 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 Men’s Baseball Staff

10.1 COACH shall have the authority to select unclassified Men’s Baseball personnel (within the established budget) upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

10.2 COACH shall be expected to supervise Men’s Baseball staff to ensure that all are in compliance with NCAA, Sun Belt Conference, and University rules and regulations.

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 twelve (12) months of base compensation from termination date. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. Should the twelve (12) month timeframe extend past current fiscal year, ULMAF shall be responsible for remaining compensation.

##### 12.1.1.1 University shall have the authority, upon approval of the President, to reassign COACH to other campus duties commensurate with the base compensation to complete the terms of contract for the current fiscal year in lieu of payout described in section 12.1.1

#### 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 Baseball coach, then COACH shall be liable to ULM for the remaining months of base compensation due through the current fiscal year. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $7,500 monthly for 12-months or remaining months in current fiscal year whichever is less. 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
Baseball Coach and/or failure to achieve a minimum APR of 940 for two (2) consecutive
years.

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.

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:

Kathy Masters
Sharon A. Brown
Beverly
Bridget M. Dow
Bruce Peddie

Nick J. Bruno, Ph.D.
President

Brian Wickstrom
Director of Athletics

Dr. Sandra Woodley, System President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

December 12, 2014

Item F.4. University of Louisiana at Monroe’s request for approval of a contract with Mr. Corey Lyon, Head Women’s Softball Coach, effective December 1, 2014.

EXECUTIVE SUMMARY

Under the proposed agreement for forty-three months, effective through June 30, 2018, Coach’s annual salary is $50,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- Earn additional year to contract if the team finishes with an overall record above .500 for the 2015 season.
- $5,000 if team qualifies for the NCAA Division 1 Women’s Softball Regionals.
- $2,500 if team qualifies for the NCAA Division 1 Women’s Softball Super Regionals.
- $5,000 if team qualifies for the NCAA Division 1 Women’s College World Series.
- $5,000 if team wins the NCAA Division 1 Women’s College World Series.
- $1,000 for being named Conference or Louisiana Coach of the Year.
- $1,000 if team’s annual APR is 950 or greater.

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then Coach is entitled to the twelve months of base compensation from termination date. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30) shall be paid by ULM, and the ULMAF shall be responsible for remaining compensation. If Coach terminates agreement without cause to become employed as a Women’s Softball Coach, then Coach shall be liable to the University for the remaining months of base compensation due through the current fiscal year.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Corey Lyon, Head Women’s Softball Coach, effective December 1, 2014.
November 18, 2014

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. Corey Lyon, Head Women’s Softball Coach. Upon Board approval, I request that this contract be effective December 1, 2014 – June 30, 2018.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
EMPLOYMENT AGREEMENT
HEAD WOMEN’S SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of December, 2014, 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 Corey Lyon (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, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University does hereby employ COACH as Head Women’s Softball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women’s Softball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and 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 Women’s Softball 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 be expected to participate in an appropriate number of non-conference “guarantee” softball games on an annual basis. The number of these contests will be determined by mutual consent of both the Director and COACH.
1.6 COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of softball games as well as weekly radio and/or television shows.

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

1.8 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 forty-three (43) months, commencing on the 1st day of December, 2014 and terminating on the 30th day of June, 2018. In the event written notice is not given by either party to this agreement to the other thirty (30) days prior to the termination date as herein provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional twelve (12) months.

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 2015 season, if the Women’s Softball team’s Academic Progress Rate (APR) is below a single year score of 940 at any point for duration of the contract, COACH shall not be eligible for any incentives under this agreement and term of this agreement shall be converted to a one (1) year contract.

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 | December 1, 2014 through June 30, 2015 | $50,000 per annum |
| 3.1.2 | July 1, 2015 through June 30, 2016 | $50,000 per annum |
| 3.1.3 | July 1, 2016 through June 30, 2017 | $50,000 per annum |
| 3.1.4 | July 1, 2017 through June 30, 2018 | $50,000 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 not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received.

3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.1.

4.0 Fundraising

4.1 All fundraising activities by COACH must be pre-approved by the Director of Athletics, or his/her designee, and the appropriate ULM Athletic Foundation representative, 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 Women’s Softball Team, the COACH shall have the opportunity to receive the following earned athletics competition and academic incentives in consideration of the efforts in contributing to certain events and occurrences. Any incentives, if achieved, will be awarded if the team is not subject to APR penalties which result in loss of scholarships the time the incentives are reached. These 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 Earn additional year to contract if the team finishes with an overall record above .500 for the 2015 season.

5.1.1.2 Earned salary supplement of five thousand ($5,000) dollars if the team qualifies for the NCAA Division I Women’s Softball Regionals.

5.1.1.3 Earned salary supplement of two thousand-five hundred ($2,500) dollars if the team qualifies for the NCAA Division I Women’s Softball Super Regionals.
5.1.1.4 Earned salary supplement of five-thousand ($5,000) dollars if the team qualifies for the NCAA Division I College World Series. An additional five-thousand ($5,000) dollars will be earned if the team wins the NCAA Division I College World Series.

5.1.1.5 Earned salary supplement of one-thousand ($1,000) dollars 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

5.1.2.1.1 Coach shall be responsible for all taxes paid on incentives paid by the ULMAF.

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 may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Director. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed three-hundred ($300) dollars toward the expense of a vehicle. Funding for the allowance, plus any applicable benefits, must originate from sources outside of the University, and an amount equal to the annual sum of the allowance and applicable benefits, must be transferred to the University upon signature of this agreement. The University will disperse the allowance to COACH in equal monthly installments using normal University payroll procedures.

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

7.4 COACH shall not enter into contracts with shoe or apparel manufacturers for promotional purposes as the Athletic Department is under exclusive contract with Adidas.

7.5 For each home athletic competition, Head Women’s Softball coaches shall receive six (6) tickets.

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 Women’s Softball Staff

10.1 COACH shall have the authority to select unclassified Women’s Softball personnel (within the established budget) upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

10.2 COACH shall be expected to supervise Women’s Softball staff to ensure that all are in compliance with NCAA, Sun Belt Conference, and University rules and regulations.

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 twelve (12) months of base compensation from termination date. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM. Should the twelve (12) month timeframe extend past current fiscal year, ULMAF shall be responsible for remaining compensation.

12.1.1.1 University shall have the authority, upon approval of the President, to reassign COACH to other campus duties commensurate with the base compensation to complete the terms of contract for the current fiscal year in lieu of payout described in section 12.1.1.

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 Women’s Softball coach, then COACH shall be liable to ULM for the remaining months of base compensation due through the current fiscal year. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $7,500 monthly for 12-months or remaining months in current fiscal year whichever is less. 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 Women's Softball Coach and/or failure to achieve a minimum APR of 940 for two (2) consecutive years.

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.

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:

Kathy Martin
Harold Brew
Bruce
Kelli
Kelli

Nick J. Bruno, Ph.D.
President

Brian Wickstrom
Director of Athletics

Corey Lyon
Head Softball Coach

Dr. Sandra Woodley, System President
University of Louisiana System