AGENDA
FINANCE COMMITTEE
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
1:15 p.m., Thursday, August 22, 2014**
Claiborne Building Conference Center
Room 136A-B, “Thomas Jefferson Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Carl Shetler, Vice Chair
Mr. Edward Crawford III
Mr. David Guidry
Mr. D. Wayne Parker
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order
B. Roll Call
C. Approval of Finance Committee Minutes of June 27, 2014
D. Consent Agenda:

Board Agenda Item G.1.

Grambling State University’s request for approval to appoint Mrs. Patricia Bibbs as Interim Athletic Director effective July 2, 2014.

Board Agenda Item G.2.

Grambling State University’s request for approval to appoint Dr. Janet Guyden as Interim Provost/Vice President for Academic Affairs effective July 2, 2014.

Board Agenda Item G.3.

Grambling State University’s request for approval to appoint Mr. Damon Wade as Vice President for Institutional Effectiveness and Enrollment Management effective August 11, 2014.
Board Agenda Item G.4.

Grambling State University’s request for approval to appoint Mr. John Rosenthal as Interim Vice President for Research, Advancement, and Economic Development effective July 22, 2014.

Board Agenda Item G.5.

Louisiana Tech University’s request for approval of a contract with Mr. Ross Tyler Summitt, Women’s Basketball Head Coach, effective April 1, 2014.

Board Agenda Item G.9.

Northwestern State University’s request for approval of a contract with Mr. Lane Burroughs, Head Baseball Coach, effective July 1, 2014.

Board Agenda Item G.10.

Northwestern State University’s request for approval of an amendment to a contract with Mr. Donald Pickett, Head Softball Coach, effective August 22, 2014.

Board Agenda Item G.11.

Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2014.

Board Agenda Item G.12.

Southeastern Louisiana University’s request for approval of a contract with Mr. Clyde “Pete” Langlois, Head Softball Coach, effective June 1, 2014.

Board Agenda Item G.13.

University of Louisiana at Lafayette’s request for approval to appoint Dr. Mary J. Farmer-Kaiser as Acting Dean of the Graduate School effective July 1, 2014.

Board Agenda Item G.14.

University of Louisiana at Lafayette’s request for approval to split the SLEMCO/LEQSF Professorship in Art and Architecture into The SLEMCO/LEQSF Professorship in Art & Architecture I and The SLEMCO/LEQSF Professorship in Art & Architecture II.
Board Agenda Item G.15.

University of Louisiana at Lafayette’s request for approval to split the SLEMCO/LEQSF Professorship in Nursing III into The SLEMCO/LEQSF Professorship in Nursing III and The SLEMCO/LEQSF Professorship in Nursing IV.

Board Agenda Item G.16.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective June 1, 2014.

Board Agenda Item G.17.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2014.

Board Agenda Item G.18.

University of Louisiana at Monroe’s request for approval to merge the NE Chapter of the Associated General Contractors of America Endowed Professorship A and the NE Chapter of the Associated General Contractors of America Endowed Professorship B to create the NE Chapter of the Associated General Contractors of America Endowed Professorship in Construction Management, a super professorship.

Board Agenda Item G.19.

University of Louisiana at Monroe’s request for approval to appoint Mrs. Pamela Jackson as Dean of Students and Title IX Coordinator for Student Affairs effective July 1, 2014.

Board Agenda Item G.20.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.21.

University of Louisiana at Monroe’s request for approval of a contract with Mr. John Mumford, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.22.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2014.
Board Agenda Item G.23.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.24.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.25.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Nickamp, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.26.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2014.

Board Agenda Item G.27.

University of New Orleans’ request for approval of an amendment to a contract with Mr. Ronald Maestri, Head Baseball Coach, effective July 1, 2014.

Board Agenda Item G.28.

University of Louisiana System’s request for acceptance of Fiscal Year 2013-14 Financial and Compliance and Federal Award Programs Representation Letters for:

a. Grambling State University
b. Louisiana Tech University
c. McNeese State University
d. Northwestern State University
e. Southeastern Louisiana University
f. University of Louisiana at Lafayette
g. University of Louisiana at Monroe
h. University of New Orleans
i. University of Louisiana System
E. Discussion/Action:

Board Agenda Item G.6.

Nicholls State University’s request for approval to enter into a Cooperative Endeavor Agreement with Hospital Service District No. 3, Parish of Lafourche, State of Louisiana, DBA Thibodaux Regional Medical Center to provide athletic training services.

Board Agenda Item G.7.

Northwestern State University’s request for approval to implement a contract rate for Fort Polk students.

Board Agenda Item G.8.

Northwestern State University’s request for approval to implement a contract rate for Barksdale Air Force Base students.

Board Agenda Item G.29.

University of Louisiana System’s request for approval of Fiscal Year 2014-15 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

F. Other Business

G. Adjournment
Item G.11.  Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2015, Coach’s annual salary is $48,856, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the contract without cause, Coach shall be entitled to $15,000 payable by the Lion Athletic Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the Lion Athletic Association for liquidated damages in the amount of $15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. If Coach terminates this contract for any reason other than becoming employed as a Division 1 Head Tennis coach, Coach shall have no responsibility to the University.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2014.
July 31, 2014

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

Re: Contracts for Athletics Head Coaches  

Dear Dr. Woodley:  

Southeastern Louisiana University respectfully requests the following contracts for athletics head coaches be placed on the agenda for the August 2014 meeting of the Board of Supervisors:  

- Jason Hayes – Head Women’s Tennis Coach  
- Clyde “Pete” Langlois – Head Softball Coach  

Your consideration is appreciated.  

Sincerely,  

John L. Crain  
President  

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S TENNIS COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2014 between Southeastern Louisiana University through its President, Dr. John Crain and Jason Hayes (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2014 and terminating without further notice to COACH on the 31st day of May, 2015 unless extended under the terms of this agreement.

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

3.0 Compensation

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

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

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

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

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

(g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
(h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(i) The DIRECTOR and 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 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 either the Athletics Director or COACH.

(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, for 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).

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

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

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

12.0 Termination

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

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

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

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

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

13.0 Fundraising

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

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.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University
Date 7/31/14

Jay Arignues
DIRECTOR OF ATHLETICS
Date 7/31/14

Jason Hayes
HEAD WOMEN'S TENNIS COACH

PRESIDENT
LION ATHLETICS ASSOCIATION
Date 7/31/14

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 Tennis, Head Coach

AGREEMENT
HEAD WOMEN’S TENNIS COACH

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

1.

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

2.

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

3.

The Lion Athletic Association and Head WOMEN’S TENNIS Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this 31st day of July, 2014.

Dr. John Crain
Southeastern Louisiana University

Jay Artigas
Athletics Director

Jason Hayes
Head Women's Tennis Coach

President
Lion Athletic Association

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

Secretary of the Board of Supervisors for the University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.12. Southeastern Louisiana University’s request for approval of a contract with Mr. Clyde Langlois, Head Softball Coach, effective June 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2015, Coach’s annual salary is $49,991, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the Contract without cause, Coach shall be entitled to $15,000 payable by the Lion Athletic Association. In the event Coach terminates the Contract without cause to become a Division 1 head coach, Coach would be liable to the Lion Athletic Association for liquidated damages in the amount of $15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position. If Coach terminates this contract for any reason other than becoming employed as a Division 1 Head Softball coach, Coach shall have no responsibility to the University.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Clyde Langlois, Head Softball Coach, effective June 1, 2014.
July 31, 2014

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

Re: Contracts for Athletics Head Coaches

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contracts for athletics head coaches be placed on the agenda for the August 2014 meeting of the Board of Supervisors:

- Jason Hayes – Head Women’s Tennis Coach
- Clyde “Pete” Langlois – Head Softball Coach

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2014 between Southeastern Louisiana University through its President, Dr. John Crain and Clyde Langlois (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University.

1.0 Employment

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

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

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2014 and terminating without further notice to COACH on the 31st day of May 2015 unless extended under the terms of this agreement.

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

3.0 Compensation

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

3.2 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.
3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.

4.0 Incentive Compensation

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

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
D. $2,000- for each round advanced NCAA Tournament
E. $10,000 for winning the NCAA National Championship
F. $250.00- NCAA All American Athlete with GPA over 3.0
G. $100.00-NCAA All American Athlete with GPA 2.0-2.9
H. $250.00 Team average APR above 965
I. $ 100.00 Individuals that qualify for NCAA Championship-Beyond team 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 SOFTBALL Team. Formatting of the show prior to its initial airing must be approved by
the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

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

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

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

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

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

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

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

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity Provisions.

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

(i) The DIRECTOR and 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 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 either the Athletics Director or COACH.

(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, for 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).

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

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

12.0 Termination

12.1 Either party at the sole discretion may terminate the contract without cause with provision set forth in this contract. In the event the UNIVERSITY terminates the Contract, without cause, the COACH shall be entitled to $15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association. Prior to the termination of COACH, University will obtain approval from the President of the University of Louisiana System.
12.2 In the event the COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the coach will be liable to pay the Lion Athletics Association $15,000. Coach will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head Softball coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

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

13.0 Fundraising

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

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.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
DIRECTOR OF ATHLETICS

Clyde "Pete" Langlois
HEAD SOFTBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ____ day of ________________, 20__.
STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BETWEEN:

Southeastern Louisiana University AND

Lion Athletics Association AND

Softball, Head Coach

AGREEMENT

HEAD SOFTBALL COACH

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

1.

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

2.

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

3.

The Lion Athletic Association and Head SOFTBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this 31st day of July, 2014.

PRESIDENT - Dr. John Crain  
Southeastern Louisiana University

Jay Amigue  
Date  
Athletics Director

Clyde "Pete" Langlois  
Date  
Head Softball Coach

PRESIDENT  
Date  
Lion Athletic Association

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

SECRETARY OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM
Item G.13. University of Louisiana at Lafayette’s request for approval to appoint Dr. Mary J. Farmer-Kaiser as Acting Dean of the Graduate School effective July 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Mary J. Farmer-Kaiser as Acting Dean of the Graduate School effective July 1, 2014, at an annual salary of $133,000. The staff recommends approval.

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 to appoint Dr. Mary J. Farmer-Kaiser as Acting Dean of the Graduate School effective July 1, 2014.
July 31, 2014

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

Dear Dr. Woodley:

In previous actions by the Board of Supervisors for the University of Louisiana System, Dr. Mary Farmer-Kaiser was approved to serve as Acting Dean of Graduate School, effective August 1, 2013 through June 30, 2014.

I am requesting Board approval to extend Dr. Farmer-Kaiser’s appointment, effective July 1, 2014 through June 30, 2015. Her curriculum vitae is attached.

Please place this item on the agenda for the August 2014 meeting of the Board of Supervisors. Thank you for your consideration.

Sincerely,

E. Joseph Savoie  
President

Attachment
Mary Farmer-Kaiser, Ph.D.
Acting Dean of the Graduate School
James D. Wilson/BORSF Memorial Professor in Southern Studies
University of Louisiana at Lafayette

Graduate School
University of Louisiana at Lafayette
P.O. Box 44610
Lafayette, LA 70504
Phone: 337.482.6965

EDUCATION
Ph.D. in History, Bowling Green State University, 2000
M.A. in History, Clemson University, 1995
B.A. in History, Kansas State University, 1993

PROFESSIONAL APPOINTMENTS
Acting Dean of the Graduate School, UL Lafayette, August 2012-present
Professor, UL Lafayette, Department of History and Geography, 2012-
Associate Professor, UL Lafayette, Department of History and Geography, 2006-2012
Assistant Professor, UL Lafayette, Department of History and Geography, 2000-2006
James D. Wilson/Board of Regents Support Fund (BORSF) Memorial Professor in Southern Studies,
Director, Guilbeau Charitable Trust, Jan. 2012-Aug. 2013
Graduate Coordinator, Department of History and Geography, UL Lafayette, Aug. 2004-Dec. 2011

RESEARCH
Books


Refereed Articles


“Are they not in some sorts Vagrants...?” Gender and the Efforts of the Freedmen’s Bureau to Combat Vagrancy in the Reconstruction South.” *Georgia Historical Quarterly* 88, no. 1 (Spring 2004): 25-49.


**Refereed Essays**


**Edited Textbook Readers**


**Reviews**


Conference Participation

Presiding and Comment, “From the Blue Ridge to the Blue Sea: Utilizing Student Travel in Southern History Courses,” *Southern Historical Association Annual Meeting*, St. Louis, Missouri (October-November 2013).


Chair, “Cultural Constructions on the Margins,” *Southern Association of Women Historians Triennial Conference*, Texas Christian University in Fort Worth, Texas (June 2012).


Panelist and Moderator, “Preparing Graduate Students for the Classroom: A Roundtable Discussion,” *Louisiana Historical Association Annual Meeting*, Lafayette, Louisiana (March 2010).


Paper Presentation, “The greatest judicial outrage history has ever recorded!: United States v. Susan Anthony (1873) and the Constitutionalism of the New Departure,” paper accepted for inclusion in “The Politics of Exclusion and U. S. Women’s Struggle for Inclusion: Historical Perspectives” panel, 2008 Policy History Conference, St. Louis, Missouri (May-June 2008). (*Did not participate due to a death in the family.)


Chair, Sex and Race in Antebellum Louisiana, Louisiana Historical Association Annual Meeting, Lafayette, Louisiana (March 2005).


Chair, “Men and Women / Black and White,” Phi Alpha Theta Louisiana Regional Meeting and Louisiana Historical Association Annual Meeting, New Iberia, Louisiana (March 2002).


Paper Presentation, “‘In their own time, as they see fit’: Freedwomen, Free Labor, and the Freedmen’s Bureau,” Louisiana Historical Association Annual Meeting, Hammond, Louisiana (April 2001).
Paper Presentation, “I have worked hard to raise these children: Freedwomen, Apprenticeship, and Parental Rights in the Reconstruction South,” Fifth Southern Conference on Women’s History, Southern Association for Women Historians Annual Meeting, Richmond, Virginia (June 2000).


Chair, “Power and Politics in the American South,” Ohio Academy of History Annual Conference, Denison University, Granville, Ohio (April 1998).


Invited Lectures and Public Addresses


“The Age of Emancipation and the Freedmen’s Bureau” and “Kate Stone’s Civil War Louisiana,” Invited Lectures, Louisiana Endowment for the Humanities Teaching American History Grant Seminar, McNeese State University (29 June 2010).


“The greatest judicial outrage history has ever recorded!,” United States v. Susan Anthony (1873),” Invited Guest Speaker, Galvez Chapter Luncheon, Daughters of the American Revolution, Petroleum Club, Lafayette, Louisiana (7 February 2008).


“The Importance of Women’s History Today,” Invited Guest Speaker, American Association of University Women, Lafayette Chapter, Lafayette Parish Main Branch Public Library (14 March 2007).


Invited Speaker, UL Lafayette Academic Discussion Group (September 2006).

“In Black and White: Black and White Women’s Relationships within the Household prior to and during the Civil War,” Invited Lecture, Louisiana Endowment for the Humanities Grant, “The Women’s War: Revisioning the Civil War” (Summer 2005).


Invited Speaker, UL Lafayette Academic Discussion Group (April 2002).


GRANTS, AWARDS, AND FELLOWSHIPS

- Instructional Improvement Mini-Grant ($307), HIST 430: American History Seminar – The South, Field Trip to Colfax, Louisiana, Office of Academic Planning and Faculty Development, UL Lafayette, Fall 2010

- Dr. Ray Autenemth Excellence in Teaching Award, UL Lafayette, 2009
• Sabbatical Leave, UL Lafayette (75% salary), Spring 2008

• U.S. Department of Education Teaching American History Grant (a 3-year grant of $999,975 renewable for two additional years; $173,125 allocated for UL Lafayette participation for the 3-year grant period), “America in Conflict: A Professional Development Program,” written and awarded in conjunction with the Lafayette Parish School System (the grant LEA), the American Institute for History Education, and the National Council of History Education, awarded Spring 2008

• Phi Alpha Theta National History Honor Society Faculty Advisor Research Grant ($1,000), August 2007

• University of Louisiana at Lafayette Summer Research Award ($5,100), Summer 2007

• Louisiana Endowment for the Humanities Outreach Grant ($2,496), “Move Up, Reach Down: Women Then and Women Now — A Women’s History Month Celebration,” awarded December 2006 for 2007 Women’s History Month programming

• U.S. Department of Education Teaching American History Grant (a 3-year grant award of $999,943; $87,000 allocated for UL Lafayette participation), “Frontiers of American History: A Professional Development Program,” written and awarded in conjunction with the Lafayette Parish School System (the grant LEA), the Smithsonian Institute, and the National Council of History Education, awarded in September 2005

• U.S. Department of Education Teaching American History Grant (a 3-year grant award of $999,829; $75,000 allocated for UL Lafayette participation), “My Freedom: An Innovative and Comprehensive Professional Development Program for American History Teachers,” written and awarded in conjunction with the Lafayette Parish School System (the grant LEA), the National Council of History Education, the Smithsonian Institute, and South Louisiana Community College, awarded in September 2003

• Mellon Research Fellowship, Virginia Historical Association, 1997-1998

• Dissertation Non-Service Fellowship, Department of History, Bowling Green State University, 1998, 1999

• Fellowship, Center for Governmental Research and Public Service, Bowling Green State University, 1998-1999

• Edward and Xin-Zhu Chen Scholarship for Distinguished Teaching, Department of History, Bowling Green State University, 1998

• Bernard Sternscher Outstanding Doctoral Teaching Fellow, Department of History, Bowling Green State University, 1997-1998

• Finalist, Coordinating Council for Women in History/Berkshire Conference of Women Historians Graduate Student Award, 1997

• Charles E. Shanklin Award for Research Excellence ($1,000), Graduate College, Bowling Green State University, 1996-1997

• Outstanding Graduate Teaching Award, Graduate College, Bowling Green State University, 1996-1997
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.14. University of Louisiana at Lafayette’s request for approval to split the SLEMCO/LEQSF Professorship in Art and Architecture into The SLEMCO/LEQSF Professorship in Art & Architecture I and The SLEMCO/LEQSF Professorship in Art & Architecture II.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $40,000 and $400,000 grants to be awarded upon receipt of $60,000 or $600,000 in private donations for the establishment of an endowed professorship or endowed chair, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

University of Louisiana at Lafayette requests approval to split the SLEMCO/LEQSF Professorship in Art and Architecture into The SLEMCO/LEQSF Professorship in Art & Architecture I and The SLEMCO/LEQSF Professorship in Art & Architecture II. The current balance in the professorship is $243,883 and will be split into two professorships with a balance of $121,941. The donor has concurred and authorized the conversion.

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 to split the SLEMCO/LEQSF Professorship in Art and Architecture into The SLEMCO/LEQSF Professorship in Art & Architecture I and The SLEMCO/LEQSF Professorship in Art & Architecture II.
July 31, 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 for permission from the Board of Regents to split the SLEMCO/LEQSF Professorship in Art and Architecture (#19410) into two separate funds bearing the same name to be distinguished by funds I and II within the fund name. Attached is an affidavit from the University of Louisiana at Lafayette Foundation and donor’s agreement with the proposed division.

Please place this item on the agenda for consideration at the August 2014 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

Attachments
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JULIE BOLTON FALGOUT, a person of the full age of majority, and a resident of Lafayette Parish, appearing herein in her capacity as President and Chief Executive Officer of the University of Louisiana at Lafayette Foundation;

Who did depose and state that:

(1) The University of Louisiana at Lafayette has established SLEMCO/LEQSF Professorship in Art and Architecture (#19410).

(2) SLEMCO/LEQSF Professorship in Art and Architecture (#19410) currently has a balance of $243,882.95. These funds consist of unrestricted contributions from private sources collected after July 1, 1989, State-matched funds, and income earned by investment of the fund since it was established.

(3) The funds used to establish SLEMCO/LEQSF Professorship in Art and Architecture (#19410) were dedicated to the purposes of SLEMCO/LEQSF Professorship in Art and Architecture (#19410).

(4) The University of Louisiana at Lafayette desires to split the SLEMCO/LEQSF Professorship in Art and Architecture (#19410) into two separate funds bearing the same name to be distinguished by funds I and II within the fund name.

______________________________
JULIE BOLTON FALGOUT

Sworn to and subscribed before me in the presence of the undersigned witnesses this 30th day of July, 2014.

WITNESSES:

______________________________
[Signature]

______________________________
[Signature]

NOTARY 4/25/46
July 24, 2014

Ms. Julie Bolton Falgout
President/CEO
UL Foundation
P.O. Box 44290
Lafayette, LA 70504

Re: The SLEMCO/LEQSF Endowed Professorship in Art & Architecture

Dear Ms. Falgout:

SLEMCO is in concurrence with the new allocation of funds proposed by the UL Foundation for the SLEMCO/LEQSF Endowed Professorship in Art & Architecture. Please find enclosed the authorization for your records.

Thank you.

Sincerely,

J.U. Gajan
CEO & General Manager

enclosure
**The SLEMCO/LEQSF Professorship in Art & Architecture**

Current balance $243,882.95

**New Allocation**

<table>
<thead>
<tr>
<th>The SLEMCO/LEQSF Professorship in Art &amp; Architecture I</th>
<th>$121,941.48</th>
</tr>
</thead>
<tbody>
<tr>
<td>The SLEMCO/LEQSF Professorship in Art &amp; Architecture II</td>
<td>$121,941.47</td>
</tr>
</tbody>
</table>

I am in agreement with the proposed division of The SLEMCO/LEQSF Professorship in Art & Architecture at the University of Louisiana at Lafayette.


donor Representative

Date
Item G.15. University of Louisiana at Lafayette’s request for approval to split the SLEMCO/LEQSF Professorship in Nursing III into The SLEMCO/LEQSF Professorship in Nursing III and The SLEMCO/LEQSF Professorship in Nursing IV.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $40,000 and $400,000 grants to be awarded upon receipt of $60,000 or $600,000 in private donations for the establishment of an endowed professorship or endowed chair, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

University of Louisiana at Lafayette requests approval to split the SLEMCO/LEQSF Professorship in Nursing III into The SLEMCO/LEQSF Professorship in Nursing III and The SLEMCO/LEQSF Professorship in Nursing IV. The current balance in the professorship is $219,629 and will be split into two professorships with a balance of $109,814. The donor has concurred and authorized the conversion.

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 to split the SLEMCO/LEQSF Professorship in Nursing III into The SLEMCO/LEQSF Professorship in Nursing III and The SLEMCO/LEQSF Professorship in Nursing IV.
July 31, 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 for permission from the Board of Regents to split the SLEMCO/LEQSF Professorship in Nursing III (#19411) into two separate funds bearing the same name to be distinguished by funds I and II within the fund name. Attached is an affidavit from the University of Louisiana at Lafayette Foundation and the donor’s agreement with the proposed division.

Please place this item on the agenda for consideration at the August 2014 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

Attachments
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned notary public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JULIE BOLTON FALGOUT, a person of the full age of majority, and a resident of Lafayette Parish, appearing herein in her capacity as President and Chief Executive Officer of the University of Louisiana at Lafayette Foundation;

Who did depose and state that:

(1) The University of Louisiana at Lafayette has established SLEMCO/LEQSF Professorship in Nursing III (#19411).

(2) SLEMCO/LEQSF Professorship in Nursing III (#19411) currently has a balance of $219,628.86. These funds consist of unrestricted contributions from private sources collected after July 1, 1989, State-matched funds, and income earned by investment of the fund since it was established.

(3) The funds used to establish SLEMCO/LEQSF Professorship in Nursing III (#19411) were dedicated to the purposes of SLEMCO/LEQSF Professorship in Nursing III (#19411).

(4) The University of Louisiana at Lafayette desires to split the SLEMCO/LEQSF Professorship in Nursing III (#19411) into two separate funds bearing the same name to be distinguished by funds III and IV within the fund name.

JULIE BOLTON FALGOUT

Sworn to and subscribed before me in the presence of the undersigned witnesses this 30 day of JULY, 2014.

WITNESSES:

Yvonne LaBoux

Brattany M. Johnson

Collette Martin

NOTARY 42546
July 24, 2014

Ms. Julie Bolton Falgout  
President/CEO  
UL Foundation  
P.O. Box 44290  
Lafayette, LA 70504  

Re: The SLEMCO/LEQSF Endowed Professorship in Nursing III

Dear Ms. Falgout:

SLEMCO is in concurrence with the new allocation of funds proposed by the UL Foundation for the SLEMCO/LEQSF Endowed Professorship in Nursing III. Please find enclosed the authorization for your records.

Thank you.

Sincerely,

J.U. Gajan  
CEO & General Manager

enclosure
The SLEMCO/LEQSF Professorship in Nursing III

Current balance $219,628.86

New Allocation

The SLEMCO/LEQSF Professorship in Nursing III  $109,814.43
The SLEMCO/LEQSF Professorship in Nursing IV  $109,814.43

I am in agreement with the division of The SLEMCO/LEQSF Professorship in Nursing III at the University of Louisiana at Lafayette.

[Signature]
Donor Representative

[Signature]
Date 07/24/2014
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.16. University of Louisiana at Lafayette’s request for approval of a contract with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective June 1, 2014.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through May 31, 2016, Assistant Coach’s salary is $190,000 for each year, payable in equal monthly installments.

If the University terminates this agreement without just cause prior to the expiration of its term, it shall be liable to Assistant Coach for liquidated damages for amounts owed had he completed the contract term. Liquidated damages for any amounts due for the year that come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due that come due beyond the current University fiscal year shall be funded by the University of Louisiana at Lafayette Foundation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a contract with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective June 1, 2014.
July 31, 2014

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

Dear Dr. Woodley:

I request approval of a contract between the University of Louisiana at Lafayette and Jay Johnson, Assistant Football Coach.

Please place this item on the agenda for the August 2014 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

Attachments
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH – OFFENSIVE COORDINATOR

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this 17th day of May, 2014, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and Jay Johnson ("Assistant Coach").

WITNESSETH

1. EMPLOYMENT

The University does hereby employ Assistant Coach as Associate Head Football Coach – Offensive Coordinator of the University and Assistant Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the President of the University ("President") and the Director of Athletics ("Director") and assigned by the Head Coach. Assistant Coach shall be responsible and shall report directly to the Head Football Coach ("Head Coach").

2. DUTIES

Assistant Coach shall perform such duties in the University athletic program as the Head Coach may reasonably assign. Duties shall include but not be limited to the following:

A. Faithfully and conscientiously perform the duties reasonably assigned by the Head Coach and maintain the high moral and ethical standards commonly expected of the Assistant Coach as a highly visible representative of the Department of Intercollegiate Athletics at the University.
B. Devote such time and attention and energy to his duties as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the University's interests.

C. Recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference (or any other conference which the University may become a member during the Term of the Agreement), as now constituted or as may be amended during the Term hereof. The Assistant Coach shall immediately inform the Head Coach and Compliance Officer of any suspected violation and assist the investigation and reporting thereof.

D. Carry himself in a professional and sportsman-like manner. The Assistant Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

E. The Assistant Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Assistant Coach agrees to adhere to the University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the football team. He will be actively involved in the academic performance of
student-athlete members of the football team and will diligently work with the Head Coach, Director or President concerning such matters.

F. The Assistant Coach agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, may reasonably designate. Such appearances shall not unreasonably conflict with Assistant Coach's primary duties as Associate Head Football Coach and Offensive Coordinator.

G. The Assistant Coach agrees to conscientiously observe all University and NCAA rules pertaining to outside income. The Assistant Coach will notify the Director and obtain approval, such approval not to be unreasonably withheld, before negotiating for or receiving any athletically-related income or benefits from sources outside the University and will report annually any outside income in compliance with NCAA and University regulations.

3. TERM

The term of this Agreement is twenty-four (24) months, commencing June 1, 2014 and ending May 31, 2016 ("Term").

4. BASE SALARY

The University agrees to pay Assistant Coach an annual salary of One Hundred Ninety Thousand and No/100 Dollars ($190,000.00) payable in equal monthly installments of Fifteen Thousand Eight Hundred Thirty Three and 33/100 Dollars ($15,833.33).
5. **EMPLOYEE BENEFITS**

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

6. **OUTSIDE INCOME**

Assistant Coach shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. Assistant Coach shall report annually in writing to the President through the Director all athletically-related income received from sources outside the University and shall abide by all NCAA regulations regarding outside compensation (NCAA Regulation 11.2.2).

7. **TERMINATION**

A. Without cause. Either party may terminate this Agreement without cause by providing written notice to the other party specifying the effective date of termination. Should the University terminate this Agreement without cause prior to the expiration of its Term, it shall be liable to Assistant Coach for liquidated damages which shall include all amounts which would have been owed to Assistant Coach had he completed the Term of this Agreement. Such damages shall be paid by University from the date of termination to the end of that fiscal year (June 30th). Any additional years payments shall be paid by with Foundation Athletic Accounts. Prior to termination of Assistant Coach,
University will obtain approval from the President of the University of
Louisiana System.

B. Payment by University of the amount under this section will constitute a full
release of any claim that Assistant Coach might otherwise assert against the
University, or any of its representatives, agents or employees. In
consideration of this payment, Assistant Coach shall, and does hereby, release
and discharge the University their officers, board members, and employees,
from and against any liability of any nature whatsoever related to or arising
out of this Agreement and Assistant Coach’s employment at the University,
including, but not limited to, any and all claims arising under or relating to
any Federal or state constitutions, laws, regulations, or other provision of law.

C. Except for the obligation to pay Assistant Coach the amount set forth in
Section 7A, all obligations of the University (to the extent not already accrued
or vested) to Assistant Coach shall cease as of the effective date of such
termination.

D. With cause. Should the University terminate this Agreement for cause prior
to the expiration of its Term, the University shall not be liable for any
payments or benefits to Assistant Coach past the effective date of termination
other than amounts previously earned by Assistant Coach, but not yet paid.

Cause for termination shall include, but not be limited to:

1. Deliberate neglect, refusal or unwillingness to perform any of the duties
specified in Section 2 of this Agreement in good faith and to the best of
Assistant Coach's ability.
2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor involving moral turpitude.

3. The committing by Assistant Coach of a major violation of NCAA or Conference regulations.

4. Failure to cooperate with the University and/or the NCAA in the investigation of alleged violations of NCAA or Conference regulations.

5. Death of Assistant 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 Assistant Coach's ability to perform the essential functions and duties as Assistant Football Coach.

E. 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.

8. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES

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

Assistant Coach 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.

9. ACKNOWLEDGMENTS

The parties specifically agree that the obligations assumed herein relate only to the obligations regarding payment and there is no guarantee or promise of continued employment for Assistant Coach at the University of Louisiana at Lafayette whether as Assistant Football Coach and Offensive Coordinator or in any other employment capacity.

10. AMENDMENT/EXTENSION

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

11. DISPUTES

In the event any dispute arises between the parties concerning this Agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach sixty (60) days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this Agreement, such suit must be filed
in Lafayette Parish, Louisiana, and the prevailing party in any judicial
determination is entitled to recover attorney's fees in addition to any other relief
awarded by the Court.

12. WRITTEN NOTICE

Any notice required herein shall be provided in writing and shall be deemed
personally delivered to the party who is to receive such notice or three (3) days
after it is mailed by U.S. registered, certified, or first class mail to such party.

Unless hereinafter changed via written notice to Assistant Coach, any notice to
University shall be sent to:

University Designee:  
Dr. E. Joseph Savoie  
University of Louisiana at Lafayette  
P.O. Box 41008  
Lafayette, LA 70504-1008  

With copy to:  
Director of Athletics  
University of Louisiana at Lafayette  
201 Reinhardt Drive  
Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to
Assistant Coach shall be sent to:

Assistant Coach:  
Jay Johnson  
University of Louisiana at Lafayette  
201 Reinhardt Drive  
Lafayette, LA 70506  

With copy to:  

13. SEVERABILITY

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

14. FORCE MAJEURE

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

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

Witnesses:

Karen Fauer
Melissa Holloway

Approved:

Jay Johnson
Assistant Coach–Offensive Coord.
University of Louisiana at Lafayette

Scott Farmer
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Savoie
President
University of Louisiana at Lafayette

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

DR. SANDRA WOODLEY
PRESIDENT
BOARD OF SUPERVISORS
UNIVERSITY OF LOUISIANA SYSTEM
STATE OF LOUISIANA
PARISH OF LAFAYETTE

BETWEEN:
UNIVERSITY OF LOUISIANA AT
LAFAYETTE, UNIVERSITY OF
LOUISIANA AT LAFAYETTE
FOUNDATION, AND JAY JOHNSON,
ASSISTANT COACH

AGREEMENT
ASSISTANT COACH

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Jay Johnson, the Assistant Football Coach – Offensive Coordinator.

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Assistant Coach. 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 the Assistant Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Assistant Coach an amount not to exceed One Hundred, Ninety Thousand and No/100 ($190,000.00) Dollars, as per section 7 of the employment agreement, between the University of Louisiana at Lafayette and the Assistant Coach. Payments shall be made from Unrestricted Athletic Foundation Funds available at the time of termination.

2.

The University of Louisiana at Lafayette Foundation and Assistant Coach hereby acknowledge that they have been provided a copy of this agreement and the Assistant Coach’s employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 6th day of June, 2014.

JAY JOHNSON
ASSISTANT COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE
Approved by the Board of Supervisors for the University of Louisiana System at its
meeting on the ______ day of ______________________, 2014.
Item G.17. University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2015, Assistant Coach’s salary is $123,000, payable in equal monthly installments.

If the University terminates this agreement without just cause prior to the expiration of its term, it shall be liable to Assistant Coach for liquidated damages for amounts owed had he completed the contract term. Liquidated damages for any amounts due for the year that come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due that come due beyond the current University fiscal year shall be funded by the University of Louisiana at Lafayette Foundation.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2014.
July 31, 2014

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

Dear Dr. Woodley:

I request approval of a contract between the University of Louisiana at Lafayette and Mitch Rodrigue, Assistant Football Coach.

Please place this item on the agenda for the August 2014 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

Attachments
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH – OFFENSIVE LINE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this 10th day of June, 2014, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and Mitch Rodrigue ("Assistant Coach").

WITNESSETH

1. EMPLOYMENT

The University does hereby employ Assistant Coach as Offensive Line Coach of the University and Assistant Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the President of the University ("President") and the Director of Athletics ("Director") and assigned by the Head Coach. Assistant Coach shall be responsible and shall report directly to the Head Football Coach ("Head Coach").

2. DUTIES

Assistant Coach shall perform such duties in the University athletic program as the Head Coach may reasonably assign. Duties shall include but not be limited to the following:

   A. Faithfully and conscientiously perform the duties reasonably assigned by the Head Coach and maintain the high moral and ethical standards commonly expected of the Assistant Coach as a highly visible representative of the Department of Intercollegiate Athletics at the University.
B. Devote such time and attention and energy to his duties as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the University's interests.

C. Recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference (or any other conference which the University may become a member during the Term of the Agreement), as now constituted or as may be amended during the Term hereof. The Assistant Coach shall immediately inform the Head Coach and Compliance Officer of any suspected violation and assist the investigation and reporting thereof.

D. Carry himself in a professional and sportsman-like manner. The Assistant Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

E. The Assistant Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Assistant Coach agrees to adhere to the University’s standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the football team. He will be actively involved in the academic performance of
student-athlete members of the football team and will diligently work with
the Head Coach, Director or President concerning such matters.

F. The Assistant Coach agrees to make himself reasonably available for
media or other public appearances at such times as the University, through
the Department of Intercollegiate Athletics, may reasonably designate.
Such appearances shall not unreasonably conflict with Assistant Coach's
primary duties as Offensive Line Coach.

G. The Assistant Coach agrees to conscientiously observe all University and
NCAA rules pertaining to outside income. The Assistant Coach will
notify the Director and obtain approval, such approval not to be
unreasonably withheld, before negotiating for or receiving any
athletically-related income or benefits from sources outside the University
and will report annually any outside income in compliance with NCAA
and University regulations.

3. TERM
The term of this Agreement is twelve (12) months, commencing June 1, 2014 and
ending May 31, 2015 ("Term").

4. BASE SALARY
The University agrees to pay Assistant Coach an annual salary of One Hundred
Twenty Three Thousand and No/100 Dollars ($123,000.00) payable in equal
monthly installments of Ten Thousand Two Hundred Fifty and 00/100 Dollars
($10,250.00).
5. **EMPLOYEE BENEFITS**

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

6. **OUTSIDE INCOME**

   Assistant Coach shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. Assistant Coach shall report annually in writing to the President through the Director all athletically-related income received from sources outside the University and shall abide by all NCAA regulations regarding outside compensation (NCAA Regulation 11.2.2).

7. **TERMINATION**

   A. Without cause. Either party may terminate this Agreement without cause by providing written notice to the other party specifying the effective date of termination. Should the University terminate this Agreement without cause prior to the expiration of its Term, it shall be liable to Assistant Coach for liquidated damages which shall include all amounts which would have been owed to Assistant Coach had he completed the Term of this Agreement. Such damages shall be paid by University from the date of termination to the end of that fiscal year (June 30th.) Any addition years payments shall be paid with Foundation Athletic Accounts. Prior to termination of Assistant Coach,
University will obtain approval from the President of the University of Louisiana System.

B. Payment by University of the amount under this section will constitute a full release of any claim that Assistant Coach might otherwise assert against the University, or any of its representatives, agents or employees. In consideration of this payment, Assistant Coach shall, and does hereby, release and discharge the University their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and Assistant Coach’s employment at the University, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

C. Except for the obligation to pay Assistant Coach the amount set forth in Section 7A, all obligations of the University (to the extent not already accrued or vested) to Assistant Coach shall cease as of the effective date of such termination.

D. With cause. Should the University terminate this Agreement for cause prior to the expiration of its Term, the University shall not be liable for any payments or benefits to Assistant Coach past the effective date of termination other than amounts previously earned by Assistant Coach, but not yet paid. Cause for termination shall include, but not be limited to:

1. Deliberate neglect, refusal or unwillingness to perform any of the duties specified in Section 2 of this Agreement in good faith and to the best of Assistant Coach’s ability.
2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor involving moral turpitude.

3. The committing by Assistant Coach of a major violation of NCAA or Conference regulations.

4. Failure to cooperate with the University and/or the NCAA in the investigation of alleged violations of NCAA or Conference regulations.

5. Death of Assistant 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 Assistant Coach's ability to perform the essential functions and duties as Assistant Football Coach.

E. 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.

8. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES

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

Assistant Coach 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.

9. ACKNOWLEDGMENTS

The parties specifically agree that the obligations assumed herein relate only to the obligations regarding payment and there is no guarantee or promise of continued employment for Assistant Coach at the University of Louisiana at Lafayette whether as Assistant Football Coach and Offensive Line Coach or in any other employment capacity.

10. AMENDMENT/EXTENSION

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

11. DISPUTES

In the event any dispute arises between the parties concerning this Agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach sixty (60) days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this Agreement, such suit must be filed
in Lafayette Parish, Louisiana, and the prevailing party in any judicial
determination is entitled to recover attorney's fees in addition to any other relief
awarded by the Court.

12. WRITTEN NOTICE

Any notice required herein shall be provided in writing and shall be deemed
personally delivered to the party who is to receive such notice or three (3) days
after it is mailed by U.S. registered, certified, or first class mail to such party.

Unless hereinafter changed via written notice to Assistant Coach, any notice to
University shall be sent to:

**University Designee:**
Dr. E. Joseph Savoie
University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008

**With copy to:**
Director of Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to
Assistant Coach shall be sent to:

**Assistant Coach:**
Mitch Rodrigue
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

13. SEVERABILITY

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

14. **FORCÉ MAJEURE**

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

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

**Witnesses:**

Karen Gauer
Melissa Holloway

**Approved:**

Mitch Rodrigue 6/2/14
Assistant Coach–Offensive Line
University of Louisiana at Lafayette

Scott Farmer 6/2/14
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Savio 6/10/14
President
University of Louisiana at Lafayette

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

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DR. SANDRA WOODLEY
PRESIDENT
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 MITCH RODRIGUE,
ASSISTANT COACH

AGREEMENT
ASSISTANT COACH

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Mitch Rodrigue, the Assistant Football Coach – Offensive Line Coach.

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Assistant Coach. 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 the Assistant Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Assistant Coach an amount not to exceed One Hundred, Twenty-Three Thousand and No/100 ($123,000.00) Dollars, as per section 7 of the employment agreement, between the University of Louisiana at Lafayette and the Assistant Coach. Payments shall be made from Unrestricted Athletic Foundation Funds available at the time of termination.

2.

The University of Louisiana at Lafayette Foundation and Assistant Coach hereby acknowledge that they have been provided a copy of this agreement and the Assistant Coach’s employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 16th day of June, 2014.

MITCH RODRIGUE
ASSISTANT COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE
Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _______ day of ___________________, 2014.
Item G.18. University of Louisiana at Monroe’s request for approval to merge the NE Chapter of the Associated General Contractors of America Endowed Professorship A and the NE Chapter of the Associated General Contractors of America Endowed Professorship B to create the NE Chapter of the Associated General Contractors of America Endowed Professorship in Construction Management, a super professorship.

EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund (LEQSF), referred to as “8g,” which provides for multiple $40,000 and $400,000 grants to be awarded upon receipt of $60,000 or $600,000 in private donations for the establishment of an endowed professorship or endowed chair, respectively. The law further requires that the appropriate management board authorize the establishment of such endowed professorships and endowed chairs prior to submission to the Board of Regents for matching funds.

University of Louisiana at Monroe requests approval to merge the NE Chapter of the Associated General Contractors of America Endowed Professorship A and the NE Chapter of the Associated General Contractors of America Endowed Professorship B to create the NE Chapter of the Associated General Contractors of America Endowed Professorship in Construction Management, a super professorship. The balance in the super professorship will exceed $300,000 and will enhance the ability to recruit and retain outstanding faculty in the program. The donor has concurred and authorized the conversion.

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 to merge the NE Chapter of the Associated General Contractors of America Endowed Professorship A and the NE Chapter of the Associated General Contractors of America Endowed Professorship B to create the NE Chapter of the Associated General Contractors of America Endowed Professorship in Construction Management, a super professorship.
July 29, 2014

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

Dear Dr. Woodley:

The University of Louisiana at Monroe (ULM) requests consideration and approval of the following item to be placed on the agenda for the August 2014 meeting of the University of Louisiana System Board of Supervisors.

*Merge two endowed professorships in Construction Management to create a super professorship in the same discipline. The base value of the super professorship will be in excess of $300,000.*

Enclosed are a letter of request from Dr. Ron Berry, Dean of ULM’s College of Business and Social Sciences, and a letter of support from the Louisiana Associated General Contractors, Inc., the donor of the original endowed professorships.

Thank you for your assistance with this matter.

Sincerely,

Nick J. Bruno, Ph.D.  
President

Enclosures (2)
TO: Dr. Nick Bruno, President

THRU: Dr. Eric Pani, Vice President of Academic Affairs

FROM: Dr. Ronald Berry, Dean College of Business and Social Sciences

RE: Request to consolidate two Construction Management Endowed Professorships

DATE: July 23, 2014

I respectfully request approval to combine the (1) NE Chapter of the Associated General Contractors of America Endowed Professorship “A” and the (2) NE Chapter of the Associated General Contractors of America Endowed Professorship “B”. The new combined endowed professorship would be named the NE Chapter of the Associated General Contractors of America Endowed Professorship in Construction Management.

The combination of the two endowed professorships would create a single endowed professorship with a corpus of over $300,000. The funds generated annually from the endowment would significantly enhance the School of Construction Management’s ability to recruit and retain outstanding faculty to support the program. The combination of these two endowed professorships will also bring the total number of available professorships in line with the size of the faculty.

A letter of support from the Louisiana Associated General Contractors, Inc, is attached to this request.

Thank you for considering this request.
June 23, 2014

Dr. Nick Bruno, President
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209

Dear President Bruno:

On behalf of the Northeast Chapter of the Associated General Contractors, I support your proposal to combine the NE Chapter of AGC Endowed Professorship A and NE Chapter of the AGC Endowed Professorship B to form a larger endowment to assist with recruitment and retention of faculty for the ULM Construction Management program.

I would propose the new name of the combined Endowed Professorships be the Northeast Chapter of Associated General Contractors Endowed Professorship in Construction Management.

Sincerely,

Steve Terrill
Area Manager
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 21, 2014

Item G.19. University of Louisiana at Monroe’s request for approval to appoint Mrs. Pamela Jackson as Dean of Students and Title IX Coordinator for Student Affairs effective July 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Mrs. Pamela Jackson as Dean of Students and Title IX Coordinator for Student Affairs effective July 1, 2014, at an annual salary of $67,500. The staff recommends approval.

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 to appoint Mrs. Pamela Jackson as Dean of Students and Title IX Coordinator for Student Affairs effective July 1, 2014.
Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third Street – Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

Pursuant to approval of the Board of Supervisors, I am requesting that Mrs. Pamela Jackson be named as Dean of Students and Title IX Coordinator for Student Affairs at the University of Louisiana at Monroe. Mrs. Jackson has served as Interim Dean of Students at ULM since 2013. She investigates Title IX incidents, presents the University’s position in student appeals to Hearing Committees, and also assists with recruitment, training, and advisement of hearing committees as a certified Title IX coordinator.

Mrs. Jackson received her Bachelor of Fine Arts at the University of Louisiana at Monroe in 1994 followed by her completing her Master of Education in Supervision and Administration at ULM in 2003. She has attended multiple professional training courses throughout her career.

I request that this appointment be effective July 1, 2014, at an annual salary rate of $67,500.00.

Sincerely,

Nick J. Bruno, Ph.D.
President
OBJECTIVE

To obtain the position of Dean of Student Affairs at the University of Louisiana at Monroe

EXPERIENCE

2013–Present ~ Interim Dean, Student Affairs
University of Louisiana at Monroe

• Manage the Office of Student Services
• Assist with oversight of all academic, behavioral, and medical issues concerning students
• Establish and review policies and procedures pertaining to legislative criteria
• Maintain records and uphold the Family Educational Rights and Privacy Act (FERPA).
• Investigate Title IX complaints as certified Title IX Coordinator
• Supervise staff of Student Health Services, ULM Counseling Center, and Student Union Building
• Coordinate financial account management and fiscal year budgeting
• Work closely with the Student Affairs administrator on departmental matters

2003–2013 ~ Director of Student Services and Summer Camps/Workshops
University of Louisiana at Monroe

• Assist in the drafting and compilation of leadership documents, brochures, and manuals
• Present the University’s position in student appeals to Hearing Committees and to the President
• Investigate Title IX incidents
• Assist with leadership training in Residential Life, Greek Life, POP, and PREP
• Assist with threat assessment and crisis intervention
• Coordinate, recruit, and schedule university summer camps and workshops
• Assist in planning, writing, and managing contracts while observing complex regulations within State system
• Supervise account management of food services, housing, and facilities for vendor services rendered
• Provide operational planning, with demonstrated relationship-building and networking skills
• Facilitate information between vendors, departments, and other diverse groups with strong skills in reporting
• Investigate all reported violations and administratively adjudicate violations of the “Standards of Conduct for Students”
• Assist in recruitment, training, and advisement of Hearing Committees
• Promote sales and/or marketing of university facilities for summer camps and workshops
2002-2003 ~ Interim Director, Residential Life
University of Louisiana at Monroe

- Supervised Administrative and Assignment Office
- Managed, hired, and trained office employees and Area Coordinators
- Investigated “Code of Student Conduct” violations for residence halls
- Supervised residential facilities, maintenance and custodial crews
- Coordinated staff for office and halls for student positions in Residential Life
- Supervised purchasing and/or ordering supplies and materials for office and residence halls
- Assisted in annually editing, reviewing, and updating the Resident Hall Guide to Living
- Provided marketing of residence halls, including marketing literature

2000-2002 ~ Assistant Director, Residential Life
University of Louisiana at Monroe

- Supervised assignment office, personnel and student staff
- Addressed and investigated incidents of residence hall violations
- Supervised staff in residence halls and office
- Coordinated maintenance repairs, annual inventory, and supplies
- Provided leadership to undergraduate student development
- Scheduled and coordinated semester room assignments for resident students
- Coordinated summer camps, workshops, and events in residence halls

1995-1998 ~ Graphic/Structural Designer, West Monroe, Louisiana
Georgia-Pacitc Technology & Development Center, Norcross, Georgia

- Designed packaging for National Accounts – Norcross, Georgia
- Created computer-assisted drawings (CADs) for package designs for bulk and die-cut packaging
- Assisted with customer accounts, service, and sales

1991-1994 ~ Graphic Designer
Signature Gift Packaging, West Monroe, LA

- Designed graphics for bag industry
- Assisted with customer service
- Investigated customer packaging complaints
- Created layout and blueprints for gift bags

PROFESSIONAL DEVELOPMENT

- University of Louisiana at Monroe (ULM), Medical Withdrawal Committee 2010 - Present
• University of Louisiana at Monroe (ULM) Crisis Threat/Assessment Team, 2007 - Present
• ULM, Equal Employee Opportunity (EEO) Board, 2007 - Present
• ULM, SACS Reaffirmation of Accreditation Board, Division of Student Affairs, 2008 - Present
• ULM Housing Appeals Committee, 2000 - 2013
• ULM Conduct Standards Committee, 2005 – Present

PROFESSIONAL TRAINING

• May 2013, Violence Against Women Update: What Campuses Need to Know & Do, A Paperclip Communications Webinar, University of Louisiana at Monroe
• March 2013, University of Louisiana System’s Clery Act Training, UL Lafayette, Louisiana
• February 2012, Service-Learning and Addressing Sexual Violence and Abuse on Campus, Webinar
• July 2012, Sexual Misconduct and Title IX Investigations, StudentAffairs.com Webinar, Speaker Heather Cowan
• July 2012, ATIXA Title IX Investigations Training & Certification, Atlanta, Georgia
• February 2011, CA Coalition Against Violence Against Women, New Orleans, Louisiana
• June 2011, Judicial Affairs Institute, Atlanta, Georgia
• October 2011, Campus Title IX Coordinator Comprehensive Training and Certification Course, King of Prussia, Philadelphia
• November 2011, ATIXA Civil Rights Investigation Model Training, Webinar
• June 2010, Summer Campus TTI, California Coalition Against Sexual Assault, Las Vegas, Nevada
• May 2010, Sexual Assault, Harassment and Stalking, Monroe, Louisiana
• May 2010, Enhancing Our Coordinated Community Response, LCADV, Baton Rouge, LA
• December 2009, Sexual Assault Conference, LaFASA, Baton Rouge, LA
• June 2008, Gehring Academy Mid-Level Managers Program (ASJA), Salt Lake City, Utah
• March 2008, Seminar for Students with Psychiatric Disabilities in Postsecondary Educational Setting
• February 2008, Conference for Association for Student Judicial Affairs (ASJA), Clearwater, Florida
• June 2007 Gehring Academy Training Institute (ASJA), Salt Lake City, Utah
• February 2007 Conference for Association for Student Judicial Affairs (ASJA), Clearwater, Florida
• April 2007 Conference for Judicial Affairs, Lafayette, Louisiana
• February 2006 Conference for Association for Student Judicial Affairs (AJSA), Clearwater, Florida
• October 2006, LACUSPA, New Orleans, Louisiana
• February 2004, Conference for Association for Student Judicial Affairs (AJSA), Clearwater, Florida
• October 2003, LACUSPA, New Orleans, Louisiana
• September 2003, NCHERM Judicial Decision-Maker Training Academy, New Orleans, Louisiana

EDUCATION

Master of Education, Supervision and Administration - University of Louisiana at Monroe, 2003
Bachelor of Fine Arts - Northeast Louisiana University, 1994
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.20. University of Louisiana at Monroe’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Jerry McManus, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

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

Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF”), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and JERRY MCMANUS (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

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

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

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

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

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

WITNESSES:

[Signatures]

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Jerry McManus
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
Item G.21. University of Louisiana at Monroe’s request for approval of a contract with Mr. John Mumford, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. John Mumford, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

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

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF"), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and JOHN MUMFORD (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

Athletics Competition Incentives

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

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

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

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

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

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

WITNESSES:

[Signatures]

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

John Mumford
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.22. University of Louisiana at Monroe’s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Bryan Applewhite, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

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

Assistant Football Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF™), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and BRYAN APPLEWHITE (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

Athletics Competition Incentives

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

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

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60 days of the date of termination).

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

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

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

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

WITNESSES:

Kathy Masters

Will Grauwy

Thomie Ashcin

Brenda Mays

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Bryan Applewhite
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.23. University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

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

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF"), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and ADAM WAUGH (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

Athletics Competition Incentives

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

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

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60 days of the date of termination.

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

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

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

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

WITNESSES:

Kathy Martin

Nick J. Bruno, Ph.D.
President, ULM

Bryan Wickstrom, Ph.D.
Director of Athletics

Adam Waugh
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.24. University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
STATE OF LOUISIANA

PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF"), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and JASON NICHOLS (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

**Athletics Competition Incentives**

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60 days of the date of termination.

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

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

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

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

WITNESSES:

[Signatures]

[Signatures]
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.25. University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $73,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF®), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and TRAVIS NIEKAMP (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH’s service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

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

4.0 Annual Performance Incentives

4.1 Team Performance

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

**Athletics Competition Incentives**

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 **Employee Benefits**

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

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

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

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

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

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

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

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

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

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

WITNESSES:

Kathy Martin
Nell Garwood Gaudry
Phillip A. Sloan
Bridgerton
Phillip A. Sloan
Bridgerton

Nick J. Brum, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Travis Niekamp
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 22, 2014

Item G.26. University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $45,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

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

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2014, then Coach shall be liable to the University for remaining months of base compensation. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2014.
July 29, 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 following assistant football coaches’ contracts at the University of Louisiana at Monroe. Upon Board approval, I request that these appointments be effective July 1, 2014 – June 30, 2015.

- Jerry McManus
- John Mumford
- Bryan Applewhite
- Adam Waugh
- Jason Nichols
- Travis Niekamp
- Mario Price

Thank you for your consideration.

Sincerely,

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

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as ULMAF"), The University of Louisiana at Monroe, through its President, Dr. Nick J. Bruno (hereinafter referred to as the "University" or "ULM") and MARIO PRICE (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for The University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1st day of July, 2014, and terminating without further notice on the 30th day of June, 2015, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from ULM and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, or shall COACH's service pursuant to this agreement count in any way toward tenure at ULM.

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $45,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

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

**Athletics Competition Incentives**

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

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

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

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

These incentives will go into effect beginning with the 2014 football season.

5.0 Employee Benefits

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

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

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

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

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

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

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

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President of the University of Louisiana System and the ULMMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

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

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2014 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

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

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

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

WITNESSES:

Kathy Maurens
Billy Gavens
Mike Ashley

Nick J. Brung, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Mario Price
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation
Item G.27. University of New Orleans' request for approval of an amendment to a contract with Mr. Ronald Maestri, Head Men's Baseball Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under this amendment, the University is adding another year to the existing contract, which was effective July 8, 2013. This amendment extends the contract term from July 1, 2014 to June 30, 2015. All other terms remain the same.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of an amendment to a contract with Mr. Ronald Maestri, Head Men's Baseball Coach, effective July 1, 2014.
July 24, 2014

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

Re: Employment Amendment – Head Baseball Coach, Ronald Maestri

Dear Dr. Woodley,

I am requesting approval by the UL System Board of an amendment to the employment contract for Head Baseball Coach, Ronald Maestri.

Thank you for your consideration.

Sincerely,

[Signature]

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

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of July, 2014, between the University of New Orleans Foundation (hereinafter referred to as "Foundation"); University of New Orleans, through its President Dr. Peter J. Fos (hereinafter referred to as the "University" or "UNO"); and Ronald J. Maestri (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

Whereas, UNO and COACH entered into an original agreement effective July 8, 2013, and whereby UNO agreed to employ and COACH accepted employment as the Head Baseball Coach of UNO under such terms and conditions as set forth within.

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

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

1. TERM: Section 2.0.1 shall be amended to read:
   The term of this amended agreement of this agreement is for a period of one (1) year commencing on the 1st day of July, 2014 and extending through the 30th day of June, 2015.

This Amendment is effective July 1, 2014 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and UNO Foundation have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

RONALD J. MAESTRI, Head Baseball Coach

DEREK MOREL, Director of Athletics

[Signature]

MICHAEL F. SAPERA, UNO Foundation

[Signature]

DR. PETER J. FOS, President
University of New Orleans

[Signature]

DR. SANDRA WOODLEY, President
University of Louisiana System