AGENDA
FINANCE COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
11:15 a.m., Friday, June 27, 2014**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase 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 April 24, 2014

D. Consent Agenda:

   Board Agenda Item H.1.

   Grambling State University’s request for approval to appoint Dr. Stacey Duhon as Interim Vice President for Institutional Advancement effective May 1, 2014.

   Board Agenda Item H.2.

   Louisiana Tech University’s request for approval of a contract with Mr. Michael White, Head Men’s Basketball Coach, effective April 1, 2014.

   Board Agenda Item H.3.

   Louisiana Tech University’s request for approval to appoint Dr. Sheryl Shoemaker as Dean of the Graduate School effective July 1, 2014.
Board Agenda Item H.4.

Louisiana Tech University’s request for approval to appoint Dr. Hisham Hegab as Dean of the College of Engineering and Science effective July 1, 2014.

Board Agenda Item H.5.

Louisiana Tech University’s request for approval to appoint Dr. Timothy Bisping as Interim Dean of the College of Business effective June 1, 2014.

Board Agenda Item H.6.

Louisiana Tech University’s request for approval to appoint Dr. Donald Schillinger as Interim Dean of the College of Education effective September 1, 2014.

Board Agenda Item H.7.

Louisiana Tech University’s request for approval of the Affiliation Agreement with Innovative Student Facilities, Inc. to reflect Dr. Leslie K. Guice as President.

Board Agenda Item H.9.

McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2014.

Board Agenda Item H.10.

McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2014.

Board Agenda Item H.11.

McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2014.

Board Agenda Item H.12.

McNeese State University’s request for approval of a contract with Mr. Brendon J. Gilroy, Head Men’s and Women’s Track Coach, effective July 1, 2014.
Board Agenda Item H.14.

Northwestern State University’s request for approval of an amendment to a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2014.

Board Agenda Item H.15.

Northwestern State University’s request for approval of an amendment to a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2014.

Board Agenda Item H.16.

Southeastern Louisiana University’s request for approval to appoint Mr. Sam Domiano as Vice President for Administration and Finance effective July 1, 2014.

Board Agenda Item H.17.

Southeastern Louisiana University’s request for approval to appoint Dr. Karen Fontenot as Dean of the College of Arts, Humanities and Social Sciences effective June 9, 2014.

Board Agenda Item H.18.

Southeastern Louisiana University’s request for approval of an amendment to a contract with Mr. James Riser, Head Baseball Coach, effective January 1, 2014.

Board Agenda Item H.19.

Southeastern Louisiana University’s request for approval of a contract with Ms. Yolanda Moore, Head Women’s Basketball Coach, effective May 1, 2014.

Board Agenda Item H.20.

Southeastern Louisiana University’s request for approval of a contract with Mr. Jay Ladner, Head Men’s Basketball Coach, effective May 1, 2014.

Board Agenda Item H.21.

University of Louisiana at Lafayette’s request for approval to appoint Ms. Patricia F. Cottonham as Vice President for Student Affairs effective June 1, 2014.
Board Agenda Item H.22.

University of Louisiana at Lafayette’s request for approval of an amendment to a contract with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2014.

Board Agenda Item H.23.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Garry Brodhead, Head Women’s Basketball Coach, effective April 1, 2014.

Board Agenda Item H.25.

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

Board Agenda Item H.29.

University of New Orleans’ request for approval of a contract with Ms. Millicent Van Norden, Head Volleyball Coach, effective July 1, 2014.

Board Agenda Item H.30.

University of New Orleans’ request for approval of a contract with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2014.

E. Discussion/Action:

Board Agenda Item H.8.

McNeese State University’s request for approval to amend its food service lease agreement with Compass Group USA, Inc., “Chartwells.”

Board Agenda Item H.13.

Nicholls State University’s request for approval to increase the per credit hour charge for the Nicholls Online Program.

Board Agenda Item H.24.

University of Louisiana at Lafayette’s request for approval to increase the RN to BSN program price.
Board Agenda Item H.26.

University of Louisiana at Monroe's request for approval to implement a new hourly rate for online degree programs (eULM).

Board Agenda Item H.27.

University of New Orleans’ request for approval of an Affiliation Agreement with University of New Orleans Research and Technology Foundation, Inc.

Board Agenda Item H.28.

University of New Orleans’ request for approval to join a petition to transfer trust property and terminate the Earnest C. and Yvette C. Villere Chair in Neuroscience – the “University of New Orleans Trust.”

Board Agenda Item H.31.

University of New Orleans’ request for approval of an Amended and Restated Ground Lease Agreement for Construction of Residence Facilities and an Amended and Restated Agreement of Lease for Residence Facilities with the University of New Orleans Research and Technology Foundation, Inc., to allow for the issuance of refunding bonds (University of New Orleans Research and Technology Foundation, Inc. - Student Housing Project) in an aggregate principal amount not to exceed $40,000,000.

Board Agenda Item H.32.

University of Louisiana System’s request for approval of the 2014-15 Undergraduate and Graduate Mandatory Attendance Fees and Non-Resident Fees and Schedule as required by LA GRAD Act.

Board Agenda Item H.33.

University of Louisiana System’s request for approval to authorize a 5.2545% employer contribution rate for employees in the Optional Retirement Plan of Teachers Retirement System of Louisiana, in accordance with Act 607 of 2014.

Board Agenda Item H.34.

University of Louisiana System’s request for approval of System Universities’ Fiscal Year 2014-15 Internal Audit Plans.
Board Agenda Item H.35.

University of Louisiana System’s discussion of Fiscal Year 2013-14 third quarter financial reports and ongoing assurances.

F. Other Business

G. Adjournment
Consent Agenda Items
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.1. Grambling State University’s request for approval to appoint Dr. Stacey Duhon as Interim Vice President for Institutional Advancement effective May 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Stacey Duhon as Interim Vice President for Institutional Advancement effective May 1, 2014, at an annual salary of $120,000. 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 Grambling State University’s request for approval to appoint Dr. Stacey Duhon as Interim Vice President for Institutional Advancement effective May 1, 2014.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO APPOINT AN INTERIM VICE PRESIDENT FOR INSTITUTIONAL ADVANCEMENT

Grambling State University respectfully requests approval to appoint Dr. Stacey Duhon as Interim Vice President for Institutional Advancement, effective May 1, 2014, at an annual salary of $120,000. Her vita is attached.

Your favorable consideration of this request is appreciated.

Sincerely,

[Signature]

Frank G. Pogue, Ph.D.
President

FGP:jj

Attachment
CURRICULUM VITAE

STACEY A. DUHON
3005 Bourbon Street
Ruston, LA 71270

Office Telephone (318) 274-2245

Education
Ph.D. Psychology, University of Colorado at Boulder, Boulder, CO; 1996
Dissertation: Isolation and Characterization of Age Mutants in the Nematode
Caenorhabditis elegans
M.A. Psychology, University of Colorado at Boulder, Boulder, CO; 1994
B.S. Biology, Grambling State University, Grambling, LA; 1989
Graduated with honors

Full-time Professional Experience
Vice President for Student Affairs, Spring 2008-Present

Units:

Student Affairs
Residential Life, Orchesis, Cheerleaders, University Police, Student Activities, Student Government Association, Judicial Affairs, Career Placement, Student Counseling and Wellness Center, Foster Johnson Health Center, Intramural Activities, United Campus Ministry and Clubs and Organizations

Enrollment Management
Admissions, Financial Aid, Student Support Services, Registrar’s Office, First Year Experience, Center for International Affairs and Programs

Programs:
Initiated the Student Transportation Program
Re-established the Candlelight Program (New Freshmen)
Established the Tiger Torch Night Program (Graduating Seniors)
Initiated the Nurse Practitioner Program for Foster-Johnson (Health Services)
Initiated the Renovation for the Intramural and New Pool-student funding
Worked with BPCC at GSU Program
Re-established the class gift giving program with the Piggy Banks
Worked with students to purchase Eddie the Fighting Tiger Bronze statue
Re-established Activity Calendar/Handbooks for all students
Re-established the Lyceum Series (Eric Michael Dyson, Jeff Johnson Dallas Black Dance Theatre, L.T. Russell Honorae, Jade Simmons, Sil Lai Abrams, E. Faye Williams, Nikki Giovanni, Henry Louis Gates, Judge Hatchett and Sheryl Lee Ralph)
Established a written complaint process
Acting Associate Dean for the College of Arts and Sciences, 2006-2008 (Spring)
Assistant Professor, Grambling State University, 1997-2006
Geometry Teacher, Notre Dame High School, January-May, 1997

Part-time Professional Experience
Research Assistant, University of Minnesota, Summer 2001
  Topic- Attention Deficit and Hyperactive Disorder
Adjunct Professor, University of Nebraska at Lincoln, Summer 2000
  Course- Biological Psychology

Courses Taught
Physiological Psychology; General Psychology; Social Psychology; General Biology;
Abnormal Psychology; Genetics, Research Training Internship, Seminar: Research in
Alcohol and Drug Abuse, Honors Research Project, Experimental Psychology

Publications
Genetics of Aging and Longevity in Lower Organisms, (1996). In Holbrook & G. M.
Martin (Eds.) Aging and Cell Death, Series on Modern Cell Biology. New
York: John Wiley and Sons
elegans Developmental Genetics, 18, 144-153
Movement as an Index of Vitality: Comparing Wild Type and the age-1 Mutant of
50A No. 5, B254-B261

Professional Meetings, Workshops and Other Activities Attended:
Association for Gerontology and Human Development in Historically Black Colleges
T.H.E.| QUEST, LA Tech University, Ruston, LA February 4 – April 6, 2002.
National Institute of Mental Health-Career Opportunity in Research Education and
Training (COR) Colloquium, Minneapolis, MN, April 10-14, 2002.
University of Louisiana at Monroe’s Grantsmanship Training Workshop, Monroe,
LA, April 17, 2002.
National Cancer Institute “Writing Effective Contract Proposals”, New Orleans, LA,
Annual Biomedical Research Conference for Minority Students (ABRCMS), New
Orleans, LA, November 5-8, 2002
National Institute of Mental Health-Career Opportunity in Research Education and
National Institute of Mental Health-Career Opportunity in Research Education and
National Institute of Mental Health-Career Opportunity in Research Education and
Training (COR) Colloquium, Atlanta, GA, October, 2005.


Southern Association of Colleges and University’s Annual Meeting, New Orleans, LA, December, 2007

Annual Biomedical Research Conference for Minority Students (ABRCMS), Orlando, FL, November 5-8, 2008

Southern Association of Colleges and University’s Annual Meeting, San Antonio, TX, December, 2008

National Association for Student Affairs Professionals, Columbia, SC, 2011


National Association for Student Affairs Professionals, Jackson, MS, 2013

Clery Act Training, Lafayette, LA, 2013

**Research and Grant Activities**

Attention Deficit Hyperactivity Disorder (ADHD) in a Sample of African-American Children from Louisiana: The proposed project was designed to expand the knowledge base regarding ethnic group differences in the manifestation of attention-deficit/hyperactivity disorder. The grant was submitted in 2000 and was not funded.

National Institute of Mental Health-Career Opportunity in Research Education and Training (COR) Honors Undergraduate Program at GSU: This program is designed to introduce ten minority students to research careers. The students remain in the program for 2 years. This grant is in the 27th year. I became the Director in October of 2001. I have worked with the program as a student mentor from fall’97 through fall’01. The grant was submitted for renewal May’08.

National Institute of Mental Health-Career Opportunity in Research Education and Training (COR) Honors Minority High School Program at GSU: This program is designed to introduce high school students to research careers. This program was in the 5th year. I became the Director in October of 2001. I worked with the program as a research mentor for the high school students from fall’97 through summer’01.

**University Services**

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<thead>
<tr>
<th>University</th>
<th>Member</th>
<th>SACS Institutional Self-Study Committee</th>
<th>1998-99</th>
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<td>Satisfactory Academic Progress Committee</td>
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<td>University</td>
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<td>Spring Commencement Committee</td>
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<td>2000</td>
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<td>Recruitment Committee</td>
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<td>University</td>
<td>Member</td>
<td>62th Annual Meeting of the Conference of Louisiana Colleges and Universities</td>
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<td>Human Subjects Committee on Research</td>
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<tr>
<td>University</td>
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<td>Human Subjects Committee on Research</td>
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<td>Bayou Classic Committee</td>
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<td>University</td>
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<td>Lyceum Committee</td>
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<td>Search Committee for Vice President for AA</td>
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<td>2013</td>
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**Community Service**

Board Member for the Domestic Abuse Resistance Team (DART), 2003-2010
Item H.2. Louisiana Tech University’s request for approval of a contract with Mr. Michael White, Head Men’s Basketball Coach, effective April 1, 2014.

EXECUTIVE SUMMARY

This agreement is for the period from April 1, 2014 through March 31, 2020. During this period Coach will receive an annual base salary of $150,000 from the University for each of the six years. The Louisiana Tech University Foundation shall pay Coach the sum of $450,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. Coach shall be entitled to a monthly stipend of $400 as reimbursement for use of his personal vehicle for University-related activities, payable by the Louisiana Tech University Foundation.

Louisiana Tech University Foundation shall pay performance incentives to Coach as follows:

- Any, some, or all of the following three accomplishments shall entitle Coach to a supplemental payment of $25,000 (total capped at $50,000):
  - Regular season conference champion
  - Conference tournament champion
  - At-large NCAA tournament participation

- Coach shall be entitled to a supplemental payment of $15,000 if the team qualifies and participates in the National Invitation Tournament. Coach will receive an additional $10,000 if team reaches the Final 4 of the NIT.

- Coach shall be entitled to cumulative supplemental payments for the following:
  - $25,000 for a Sweet 16 appearance in the NCAA tournament
  - $25,000 for an Elite 8 appearance in the NCAA tournament
  - $50,000 for a Final 4 appearance in the NCAA tournament
  - $50,000 if team is NCAA champion

- Maximum payable under these provisions during each basketball season is $200,000.
Executive Summary
June 27, 2014
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If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).

In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2015, Coach shall be liable to the Foundation for liquidated damages in the amount of $600,000.
- If prior to April 1, 2016, Coach shall be liable to the Foundation for liquidated damages in the amount of $500,000.
- If prior to April 1, 2017, Coach shall be liable to the Foundation for liquidated damages in the amount of $400,000.
- If prior to April 1, 2018, Coach shall be liable to the Foundation for liquidated damages in the amount of $300,000.
- If prior to April 1, 2019, Coach shall be liable to the Foundation for liquidated damages in the amount of $200,000.
- If prior to April 1, 2020, Coach shall be liable to the Foundation for liquidated damages in the amount of $100,000.

The University and the Louisiana Tech University Foundation have combined this agreement into one joint employment agreement.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of a contract with Mr. Michael White, Head Men’s Basketball Coach, effective April 1, 2014.
June 13, 2014

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

Please find attached a contract and agreement between Men's Basketball Head Coach Michael White, Louisiana Tech University, and the Louisiana Tech University Foundation. This is being submitted for consideration at the June meeting of the Board. Your approval of this contract and agreement is requested.

Sincerely,

[Signature]

Leslie K. Guice
President

dc

Attachment
CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 11th day of June, 2014, and shall have retroactive effect to April 1, 2014, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) and through its President, Dr. Leslie K. Guice, and Michael White (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION. The terms of the previous Contract of Employment dated April 18, 2013, to the extent such terms remain unchanged, shall be incorporated into this new Contract of Employment. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF MEN’S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as men’s basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men’s basketball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.
1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the men’s basketball team and shall perform such other duties for the UNIVERSITY’S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A men’s basketball head coach.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of six (6) years, commencing on the 1\textsuperscript{st} day of April, 2014. For purposes of this agreement, each contract year shall begin on April 1\textsuperscript{st} and end on March 31\textsuperscript{st} of the following calendar year.

2.2 Except as otherwise provided in paragraph 12.0 of this Agreement, this Agreement shall, without further action being required by the parties, be automatically renewed for consecutive terms of one year, each beginning on the 1st day of April.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $150,000 for the term of
this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of $450,000 annually, to be made in equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

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

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH’S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.
4.0 Employee Benefits

UNIVERSITY will provide COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Any, some, or all of the following three accomplishments shall entitle COACH to a supplemental payment of $25,000:

1. Regular season conference champion;
2. Conference tournament champion;
3. At-large NCAA tournament participation.

The supplemental payments described above are capped at $50,000.

COACH shall be entitled to a supplemental payment of $15,000 if the men’s basketball team qualifies and participates in the National Invitation Tournament. COACH shall be entitled to an additional $10,000 supplemental payment if the team reaches the Final 4 of the National Invitation Tournament.

COACH shall be entitled to cumulative supplemental payments for the following accomplishments:
1. Sweet 16 appearance in the NCAA tournament = $25,000
2. Elite 8 appearance in the NCAA tournament = $25,000
3. Final 4 appearance in the NCAA tournament = $50,000
4. Men’s NCAA champion = $50,000

5.2 The maximum supplemental pay COACH may earn during each basketball season pursuant to the provisions of paragraph 5.1 is $200,000. Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Additional Benefits Package

COACH shall be entitled to a monthly stipend of $400 as reimbursement for use of his personal vehicle for University-related activities. This monthly stipend shall be payable solely from athletic funds held by the Louisiana Tech University Foundation.

7.0 Camps and Clinics

7.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of such facilities if the facilities are available at the time COACH requests said use.

7.2 It is specifically agreed that in the operation of such camps, COACH acts for
himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

8.0  Shoe and/or Apparel Contracts

UNIVERSITY shall receive and then pay to COACH any funds for which he obtains for UNIVERSITY through his endorsements of shoe, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. Any endorsement agreements must be approved in writing by the Director of Athletics, such approval not to be unreasonably withheld. If the UNIVERSITY negotiates a department-wide shoe or equipment contract, then all funds received through such contract will be retained by the UNIVERSITY. If the UNIVERSITY negotiates a department-wide shoe, apparel or equipment contract that requires
COACH to terminate a shoe, apparel or equipment endorsement contract, then UNIVERSITY will compensate COACH the same amount as COACH would have received pursuant to his negotiated shoe, apparel or equipment endorsement contract.

9.0 Outside Income-Subject to Compliance with Board Rules

9.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

9.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

9.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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

10.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies 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.

11.0 Men’s Basketball Staff

11.1 COACH may make hiring decisions regarding assistant basketball coaches and a basketball operations employee in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. As performance incentives for his three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of $10,000 each if the men’s basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of $5,000 each if the men’s basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech University Foundation.

11.2 The Director of Athletics will work diligently to reduce the number of money games which must be played within a single season, or alternatively will reduce the amount of
funds that must be brought into the budget through the playing of money games. A specific amount or a specific formula will be crafted by the Director of Athletics and COACH after a meeting that will take place no later than April 30th of each year, which said amount or formula will be mutually agreed upon, in good faith, between the Director of Athletics and COACH and will be memorialized in writing at a later date.

12.0 Termination

12.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damaged due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to COACH. These payments shall not be subject to any mitigation.

12.2 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts:

- If prior to April 1, 2015, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $600,000, with $400,000 to be paid within two (2) weeks from the termination date and the remaining $200,000 to be paid on or before December 31st of the year following the year COACH terminates his
employment;

- If prior to April 1, 2016, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $500,000, with $400,000 to be paid within two (2) weeks from the termination date and the remaining $100,000 to be paid on or before December 31st of the year following the year COACH terminates his employment;

- If prior to April 1, 2017, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $400,000 to be paid within 60 days of the date of termination;

- If prior to April 1, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $300,000 to be paid within 60 days of the date of termination;

- If prior to April 1, 2019, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $200,000 to be paid within 60 days of the date of termination;

- If prior to April 1, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $100,000 to be paid within 60 days of the date of termination.

12.3 Just cause for termination of COACH by the UNIVERSITY shall include the following: COACH’s material violation or gross disregard of state or federal laws which results in his indictment (not to include misdemeanor traffic offenses), or any material violation by COACH of a major NCAA or conference regulation or any material violation by him of University or Athletics policies or procedures, provided in all cases listed above that COACH
has been given seven (7) days to cure said material violation, if curable. No damages shall be due if termination is for just cause.

12.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

12.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraph 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds and shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment cease upon termination.

12.6 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.7 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 60 days prior to initiating legal action. If a lawsuit if filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover reasonable attorney’s fees in addition to any other relief awarded by the court.

13.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

14.0 Notice Provision

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

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland
Athletics Director
Louisiana Tech University
1650 West Alabama
Louisiana Tech University
Ruston, LA 71272

With copy to:
Jennifer Riley
Exec. Director of Legal Counsel
Advancement & Legal Counsel
Louisiana Tech Univ. Foundation
P.O. Box 3183
Ruston, LA 71272

AND

Jack E. Byrd, Jr., President
Louisiana Tech University
Foundation
P.O. Box 142
Minden, LA 71058-0142

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Michael White
201 Tremont Drive
Ruston, LA 71270

With copy to:
Mark Carmony
CSE
150 Interstate North Parkway
Atlanta, GA 30339
15.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:  
MEN’S BASKETBALL HEAD COACH

SIGNATURE PAGE

LESLIE K. GUICE  
PRESIDENT  
LOUISIANA TECH UNIVERSITY

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

MICHAEL WHITE  
MEN’S BASKETBALL HEAD COACH

JACK E. BYRD, JR.  
PRESIDENT  
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
RE:  LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _______ day of ______________________, 2014.

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

FINANCE COMMITTEE

June 27, 2014

Item H.3. Louisiana Tech University's request for approval to appoint Dr. Sheryl Shoemaker as Dean of the Graduate School effective July 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Sheryl Shoemaker as Dean of the Graduate School effective July 1, 2014, at an annual salary of $105,000. 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 Louisiana Tech University's request to appoint Dr. Sheryl Shoemaker as Dean of the Graduate School effective July 1, 2014.
June 4, 2014

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

Louisiana Tech University is pleased to present to the Board of Supervisors a recommendation to appoint Dr. Sheryl Shoemaker Dean of the Graduate School, effective July 1, 2014, at an annual salary of $105,000. Her résumé is attached.

The Board of Regents approved Dr. Shoemaker’s appointment as Interim Dean of the Graduate School at its June 2013 meeting, and she has served as Interim Dean since July 1, 2013.

Dr. Shoemaker holds the Ph.D. in Audiology from the University of Central Arkansas, the Au.D. in Audiology from Central Michigan University, and the M.A. in Audiology from Louisiana Tech University. She holds certification with the American Speech-Language-Hearing Association, licensure from the State of Louisiana in Audiology, and membership in the American Speech-Language-Hearing Association. She is a Fellow in the American Academy of Audiology.

Dr. Shoemaker served as Head of the Department of Speech at Louisiana Tech (2008-2013) prior to serving as Interim Dean of the Graduate School. She has demonstrated exceptional leadership since she assumed the diverse and demanding responsibility related to oversight of the Graduate School, and she has served very capably as SACSCOC accreditation liaison in preparation for the University’s decennial review and compliance report.

Based on her administrative experience and consistent scholarly accomplishments, I submit Dr. Sheryl Shoemaker as Louisiana Tech’s choice for Interim Dean of the Graduate School. Your favorable consideration of his appointment is requested to provide continuity in the Graduate School and institutional effectiveness.

Sincerely,

Leslie K. Guice
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
CURRICULUM VITAE

Sheryl S. Shoemaker, Ph.D., Au.D., CCC-A, F-AAA

Interim Dean
Graduate School
Professor
Louisiana Tech University

EDUCATION

Ph.D.  University of Central Arkansas,
       University of Arkansas for Medical Sciences,
       University of Arkansas at Little Rock
       May, 2010

       Dissertation: The Impact of Dichotic Auditory Training in
       Children

Au.D.  Doctor of Audiology
       Central Michigan University, 2001

M.A.   Audiology
       Louisiana Tech University, 1994

B.A.   Pre-Professional Speech Pathology
       Louisiana Tech University, 1992
       Summa Cum Laude

HONORS/AWARDS

Nominated for University Foundation Professorship Award, May, 2010;
May, 2009
Elva Leggett Smith Endowed Professorship, Department of Speech, 2006-2015
Tenure and Promotion, September, 2007
Graduate Clinician of the Year, Department of Speech, Louisiana Tech University, 1993-
1994
Graduate Innovative Clinical Technique Award Department of Speech, Louisiana Tech
University, 1993-1994
Outstanding Academician for Graduate Students Department of Speech, Louisiana Tech
University, 1993-1994
College of Arts and Sciences Outstanding Achievement in Audiology, Louisiana Tech
University, 1993-1994

CERTIFICATION AND LICENSE
Certification: 1995-Present
American Speech-Language-Hearing Association-
Certificate of Clinical Competence in Audiology (CCC-A), #01091591

License: 1994-Present
Louisiana License in Audiology with Hearing Aid Dispensing-# 3491

Professional Organizations:
American Speech-Language-Hearing Association (ASHA); Member 1994-Present
Louisiana Speech and Hearing Association; Member 1996 -2007
Fellow-American Academy of Audiology (F-AAA); Member 2000-Present

EXPERIENCE

July 1, 2013-Present
Interim Dean, Graduate School
SACSCOC Accreditation Liaison

July 1, 2008-June 30, 2013
Louisiana Tech University, Ruston, LA
Head, Department of Speech
Professor

Louisiana Tech University, Ruston, LA
Interim Head, Department of Speech
Associate Professor
Coordinator, Doctor of Audiology Program

June 16, 2005-May 18, 2007
Louisiana Tech University, Ruston, LA
Assistant Professor
Coordinator, Doctor of Audiology Program

June 16, 2005-September 4, 2001
Louisiana Tech University, Ruston, LA
Assistant Professor,
Extern Liaison (2004-2005) for Audiology

July 3, 2001-August 29, 2000
Louisiana Tech University, Ruston, LA
Instructor on Temporary Appointment

August 9, 2000-May 24, 1994
North Louisiana Rehabilitation Hospital, Ruston, LA
Staff Audiologist

May, 2000-August, 1996
Louisiana Tech University, Ruston, LA
Instructor on Half-Time Appointment
SCHOLARLY ACITIVITIES

Publications


Grants

Bryan, M. D., & Shoemaker, S. Acoustical Lab. Louisiana Tech University Student Technology Fee Board Grant ($80,000).

Shoemaker, S., Ramachandran, B., & Young, T. (2012) Increasing Diversity in Doctoral Populations at Louisiana Tech University. $190,000 (assumed duties as Interim Dean of Graduate School in 2013). Funded $190,000

Shoemaker, S., Iasemidis, L., & Vlachos, I. (2012). ACEL: Acoustical and Clinical Electrophysiology Laboratory, Board of Regents, ($154,000), recommended for funding; however funding not available.

Bryan, M., & Shoemaker, S., (2011). Vidconystagmography. Louisiana Tech University, Student Technology Fee Board Grant. ($31,000).


Heiman, B., & Shoemaker, S. (2010). Student Computer Laboratory, Louisiana Tech University, Student Technology Fee Board Grant ($9,050)


Presentations


Professional Book Reviews


Dissertations, Department of Speech, Doctoral (Au.D.) Dissertations

Babin, S. (2013). FM Systems in Schools. Committee Member


Alexander, A. (2010). Sound pressure levels measured in KEMAR. Committee member.


Bridge, L. (2009). Sound pressure levels within the ear canal of iPod users. Committee member.


**Thesis Committees, Department of Speech**


Cone, M. Horizontal Plane Localization in Children Eight Years of Age. Pending. Committee Member.

SERVICE

University Service

SACSCOC Accreditation Liaison

Chair, Institutional Effectiveness Committee, 2012-present

Spring, 2012 University-Served Behavioral Standards Committee and Math for Non-Math Majors

Served on Search Committee for Director of the Performing Arts

Head, Department of Speech, Louisiana Tech University, 2008- Present

Interim Head, Department of Speech, Louisiana Tech University, 2007-2008

Coordinator, Doctor of Audiology Program (Au.D.). Department of Speech, Louisiana Tech University

Extern Liaison, Au.D. Clinical Placements. Department of Speech, Louisiana Tech University

Department of Speech Graduate-Level Committees: Graduate Student Admissions (Chair for Au.D.); Comprehensive Examinations (Chair for Au.D.); Curriculum; Graduate Faculty; Search; Assessment

Academic Advisor for undergraduate Pre-Professional Speech Pathology majors and Doctor of Audiology Students

Professional Service

External Tenure reviewer for faculty member from University of Northern Colorado and University of Southern Alabama (2011).


Developed and served as Speech-Language Pathology and Audiology Webmaster from 2004-present.


Served as judge for the “Hot-N-Spicy” Debate at Louisiana Tech University in January 2002.

Provided university and community speech and hearing screenings (Ruston and Monroe). (2001-present.)

Serve as primary contact for Webster Parish and Lincoln Parish hearing impaired children. As part of these duties, I traveled to schools in both parishes providing electroacoustical assessment of amplification and assistive listening devices, and making earmolds when necessary. (2001-present.)

Newborn Hearing Screening Supervisor-(2001-2002)-Reviewed charts, supervised employees providing screenings, documented pass/fail rates for Lincoln General Hospital.

**Community Service**


Special Recognition Award from Starkey Hearing foundation for provided services for individuals with hearing impairments.

**Professional Continuing Education**

Carls, S. (June 17, 2013). Why Unitron. Louisiana Tech University. (2 hours)

Speech and Hearing Conference (March 14, 2013). Louisiana Tech University. (3 hours-Auditory processing disorders).

Winter Research Symposium, Department of Speech. (February 8, 2013). Louisiana Tech University. (1 hour)

Bobo, J. (February 5, 2013). Make it Personal, Louisiana Tech University. (2 hours)

IBM, Statistical Tool SPSS, January 15, 2013, Louisiana Tech University. (6 hours)

Oticon. FM Systems November 13, 2012, Louisiana Tech University 1.5 hours.
University 289. (Fall, 2012). Louisiana Tech University. (10 hours)


Liberal Arts Faculty Research Symposium (March 28, 2012). Louisiana Tech University, (2 hours)

Spring Quarter Research Symposium (March 9, 2012). Louisiana Tech University. (2.0 hours)

Winter Quarter Research Symposium, (December 9, 2011). Louisiana Tech University. (2 hours)

Oticon (September 23-25, 2011). The NOW Effect Conference. Orlando, Florida. (7 hours)

CITI Collaborative Institutional Training Initiative (April 13, 2011). Social and Behavioral Resonsible Conduct of Research Curriculum: Basic Course. (5 hours)


Taylor, B. (April 16, 2010). Debunking Common Hearing Aid Fitting and Selection Myths. American Academy of Audiology. (1.5 hours)

Lance, D. (February 11, 2011). Literacy: Development and Intervention. Louisiana Tech University. (5.5 hours)

National Science Foundation (November 30, 2010). National Science Foundation Day. Louisiana Tech University. (8 hours)


Grand Rounds in Hearing Aids. (April 15, 2010). American Academy of Audiology. (1.5 hours)

Stiegler, L. (March 12, 2010). Enhancing Communication in Non-Speaking Children. (2 hours)


LeBlanc, B., & Hakim, P. (February 6, 2009). Utilizing cued speech to maximize the benefits of cochlear implants. Louisiana Tech University, Department of Speech. (5 hours)

York, H. (April 5, 2009). How to get your learner to talk/communicate: Utilizing verbal behavior/ABA. Louisiana Tech University, Department of Speech. (5 hours)

Louisiana Tech University. (October 17, 2008). Louisiana Society for Clinical Laboratory Science-Current Issues in Biosafety and Laboratory Acquired Infections. (3 hours)


Whitelaw, G., & Meyer, D. (April 11, 2008). Audiology: Deal or No Deal? Funding the 4th year. CAPCSD Annual Conference, Palm Harbor, FL. (1 hour)

Nunez, L., Messick, C., and O’Rourke. (April 10, 2008). Higher Education Data System. CAPCSD Annual Conference, Palm Harbor, FL. (.75 hour)
Johnson, A. (April 9, 2008). Students and Faculty. CAPCSD Annual Conference, Palm Harbor, FL. (3 hours).


Johnson, A., & Shadden, B. (April 28, 2006). Energizing your Academic Faculty. Council of Academic Programs in Communication Sciences and Disorders. Sandestin FL. (1.5 hours)


Rodgers, T., & Waguespack, G. (September 30, 2005). The 3 R’S of Ethical Decision Making: Recognizing, Reporting, and Resolving. Louisiana Tech University. Ruston, LA. (5 hours)


Faucheux, S. (March 10-11, 2005). The Language Literacy Laboratory: A Collaborative Service Delivery Model Where No Child is Left Behind, Louisiana Tech University Speech Conference. Ruston, LA. (10 hours)


Angelloz, A., & Fuselier, A. (March 27 & 28, 2003). Two Disciplines, One Goal. Louisiana Tech University. Ruston, LA. (10 hours)

Berry, V. (April 27, 2002). Central Auditory Processing. Louisiana Board of Examiners for Speech-Language Pathology and Audiology. Baton Rouge, LA. (3 hours)

Rodgers, T., & Waguespack, G. (April 27, 2002). When Bad Things Happen to Good People. Louisiana Board of Examiners for Speech-Language Pathology and Audiology. Baton Rouge, LA. (1.5 hours)


Norman, M. (April 27, 2002). The Use of Fast ForWord in Clinical Practice: Client Selection and Predicting Outcomes. Louisiana Board of Examiners for Speech-Language Pathology and Audiology. Baton Rouge, LA. (1 hour)

Wark, D. (April 11, 2002). Rehabilitation in Audiology: Assessment, Intervention, and Outcomes in Clinical Practice. Louisiana Tech University. Ruston, LA. (5 hours)


Moog, J., & Stein, K. (November 18, 2000). Teaching Deaf Children to Talk: Techniques That Work. ASHA, Washington D.C. (1.5 hours)


Starkey Workshop. (November 8, 1998-November 9, 1998). Workshop on Starkey Hearing Aids, Starkey Laboratories, Austin, Texas. (6 hours)


BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.4. Louisiana Tech University’s request for approval to appoint Dr. Hisham E. Hegab as Dean of the College of Engineering & Science effective July 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Hisham E. Hegab as Dean of the College of Engineering & Science effective July 1, 2014, at an annual salary of $175,000. 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 Louisiana Tech University’s request to appoint Dr. Hisham E. Hegab as Dean of the College of Engineering & Science effective July 1, 2014.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

Louisiana Tech University is pleased to present to the Board of Supervisors a recommendation to appoint Dr. Hisham E. Hegab, P.E., as Dean of the College of Engineering & Science effective July 1, 2014, at an annual salary of $175,000. Dr. Hegab was selected at the conclusion of a national search as the individual best qualified to assume this important leadership position. The search process was performed in accordance with Board Policy. His résumé is attached.

Dr. Hegab holds the Ph.D. and M.S. in Mechanical Engineering from the Georgia Institute of Technology. He has served Louisiana Tech as a faculty member since 1995, being promoted to Professor in 2010. His previous administrative experience includes serving very capably as Program Chair for Micro- and Nanosystems Engineering (2004-2013); Academic Director for Computer Science/Electrical Engineering/ Electrical Engineering Technology/Nanosystems Engineering (2005-2012); Associate Dean of Undergraduate Studies in the College (2012-2013); and Interim Dean of the College (2013-2014). For his scholarship, he has been awarded over $4 million total funding as Principal Investigator or co-Principal Investigator; published 19 refereed journal articles/book chapters, 49 refereed conference proceedings; and four technical reports and other scholarly works.

Based on his proved administrative experience and scholarly accomplishments, I submit Dr. Hisham Hegab as Louisiana Tech’s choice for the leadership role in this important academic college. Your favorable consideration of his appointment as Dean of the College of Engineering & Science at Louisiana Tech is requested.

Sincerely,

Leslie K. Guice
President
Hisham E. Hegab, Ph.D., P.E.
Louisiana Tech University
P.O. Box 10348
Ruston, LA 71272-0046
e-mail: hhe gab@latech.edu

PROFESSIONAL EXPERIENCE

Interim Dean, College of Engineering and Science, Louisiana Tech University, 7/13-present
Associate Dean, Undergraduate Studies, Louisiana Tech University, 6/12-6/13
Academic Director, CS/EE/EET/NSE Programs, Louisiana Tech University, 9/05-5/12
Program Chair, Micro and Nanosystems Engineering, Louisiana Tech University, 9/04-8/13
Professor, Mechanical Engineering, Louisiana Tech University, 9/10-present
Associate Professor, Mechanical Engineering, Louisiana Tech University, 9/01-8/10
Assistant Professor, Mechanical Engineering, Louisiana Tech University, 8/95-9/01

- Appointed Interim Dean, College of Engineering & Science, July 2013
  - Administration oversight for college with 14 undergraduate engineering and science programs, 7 masters programs, and 4 doctoral programs (over 2,000 students)
  - Responsible for managing college relationships with other University units, other educational institutions, alumni, government and industry
  - Oversight for management of accreditation processes (SACS, ABET, ACS)
- Appointed Associate Dean of Undergraduate Studies, College of Engineering & Science, June 2012
  - Development and implementation of recruiting and retention processes for undergraduate students
  - Evaluate and improve undergraduate degree offerings, course offerings, policies for college and learning environments
  - Coordination of scheduling of all undergraduate courses, oversight for registration and graduation issues, and management of college scholarships
  - Review and assessment of undergraduate programs for reporting (SACS, ABET) and strategic planning
  - Assist faculty in development of educational research
  Responsible for the following within these programs:
  - administration and management of four undergraduate and three graduate degree programs
  - direct supervision and evaluation of 20 faculty and 2 staff in Electrical Engineering, Electrical Engineering Technology, & Computer Science
  - management of tenure and promotion of faculty, recruiting and hiring of new faculty, budget management and approval
  - fostering interdisciplinary collaboration in research and curricula within the College
  - administration of ABET accreditation for all programs – supervision and management of faculty and program accreditation activities, primary editor of self-study reports, and principal point of contact for program evaluators – EE, EET, and CS programs reviewed in 2008-09
- Appointed Program Chair in Micro & Nanosystems Engineering, Fall 2004
  - Extensive work in the development of curriculum and courses related to micro and nanosystems engineering
  - Facilitated team of faculty that developed first Bachelor of Science program in Nanosystems Engineering in the U.S. and was appointed as its founding chair
  - Developed several courses within the undergraduate NSE curriculum – NSE 201 Fundamentals of Nanosystems Engineering, NSE 301 Nanosystems Engineering Research Seminar, NSE 303 Nanosystems Engineering Laboratory
  - Primary author of ABET accreditation report for program – program received accreditation Summer 2011
• Developed and administer professional Masters program in Microsystems Engineering – 2003-present
• Created and taught graduate course, MSE 510 Design, Fabrication, and Testing of Microsystems Devices, which serves as capstone research project based course for Masters in Microsystems Engineering degree
  • Promoted to Professor in 2010
  • Promoted to Associate Professor and tenured in 2001
  • Started as full-time, tenure-track assistant professor in Mechanical Engineering Program with associate appointment at the Institute for Micromanufacturing (IM) in 1995
  • Research expertise in design, analysis, and testing of fluid and thermal systems including micro heat exchangers, microfluidic systems and devices, and cryogenic fluids
  • Primary research work has been in the area of micro heat exchangers and micro cooling systems
  • Teaching experience includes courses in: thermodynamics, heat transfer, fluid mechanics, thermal systems design, HVAC design, electronic packaging, finite element analysis, numerical methods, instrumentation, measurements, Microsystems engineering, and nanosystems engineering
  • Served as advisor (thesis/dissertation chairman) to 12 masters graduates and 5 doctoral graduates
  • Served on dozens of masters and doctoral graduates' committees

Mechanical Engineer, LORAL Information Display Systems, Atlanta, GA, 1/95 – 7/95
  • Thermal analyst for electronic packaging of flat panel displays and backlights
  • Evaluated component layout of printed circuit cards and analyzed system level cooling of displays
  • Performed thermal/vibration testing of backlight systems

Consulting Engineer, Healthdyne Technologies, Atlanta, GA, 7/94 – 1/95
  • Provided engineering design/testing of oxygen concentrators including thermal, noise, and energy analyses

Graduate Research/Teaching Assistant, Georgia Institute of Technology, 9/89 – 4/94
  • Performed research in the modeling of mechanical seals using FEA analysis and finite difference techniques for a research project sponsored by John Crane, Inc.
  • Research and testing of thermal management of outdoor electronic enclosures for a research project sponsored by Bell Northern Research
  • Co-instructed undergraduate heat transfer class (delivered half of lectures)
  • Supervised undergraduate computer thermal design laboratory, graded thermal design projects

EDUCATION

<table>
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<tr>
<th>Degree</th>
<th>Institution</th>
<th>Field</th>
<th>Year</th>
</tr>
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<tbody>
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<td>Ph.D.</td>
<td>Mechanical Engineering, Georgia Institute of Technology</td>
<td>1994</td>
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<tr>
<td>M.S.</td>
<td>Mechanical Engineering, Georgia Institute of Technology</td>
<td>1991</td>
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<tr>
<td>B.S.</td>
<td>Mechanical Engineering, Louisiana Tech University</td>
<td>1989</td>
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GRANT/RESEARCH ACTIVITY (over $4M total funding as PI or co-PI)

• 2012-2013 – PHENOMenal Micro/Nanotechnology Education at Louisiana Tech University – 1 year grant of $76,500 from Louisiana Board of Regents Support Fund to obtain a desktop scanning electron microscope for use in micro and nanosystems engineering courses.
• 2010-2011 – 3D Optical Profiler System for Nanosystems Engineering Program – 1 year grant of $75,000 from Louisiana Tech University Student Technology Fee Board to enhance the Micro and Nanosystems Engineering Laboratories.
• 2009-2010 – Enzyme Immobilization for Large Scale Reactors to Reduce Cellulosic Ethanol Costs – Co-Principal Investigator – 1 year grant of $100,000 sponsored by DoE grant internally awarded by Louisiana Tech to continue study of scalable enzyme immobilization processes for cellulosic ethanol production.
• 2009-2010 – NASA Senior Project: Design of an Active Cooling Module – Principal Investigator – 1 year grant of $3,500 sponsored by NASA-LASpace Consortium to support a senior design project to design a prototype active cooling module for electronic packaging.
2008-2010 – TUNE: Teaching Undergraduates Nanomanufacturing Engineering – Co-Principal Investigator, 2-year grant of $200,000 funded by National Science Foundation – NUE Program – Development of nanomanufacturing lab course and survey of industrial workforce needs for nanotechnology companies.

2008-2009 – Enzyme Immobilization for Large Scale Reactors to Reduce Cellulosic Ethanol Costs – Co-Principal Investigator – 1 year grant of $113,916 sponsored by DoE grant internally awarded by Louisiana Tech to study scalable enzyme immobilization processes for cellulosic ethanol production.

2008-2009 – Design of a Cryogenic Shell and Tube Heat Exchanger – Principal Investigator – 1 year grant of $4,000 sponsored by NASA-LASPACE Consortium to support a senior design project to design a cryogenic heat exchanger for NASA Stennis Space Center.

2006-2010 – Living WITH the Lab – Co-Principal Investigator, 4-year grant of $497,917 funded by National Science Foundation – CCLI Program – Phase 2 to implement a hands-on robotics-based curriculum in the freshman and sophomore engineering courses.

2007-2008 – Design of Heat Exchanger Testing Apparatus – 1 year grant of $7,500 sponsored by ASHRAE to support a senior design project.

2007-2008 – Thermal Control System for a Lunar/Mars Rover – 1 year grant $3,000 sponsored by NASA-LASPACE Consortium to support a senior design project to design a miniature loop heat pipe for a lunar rover.

2007-2008 – Particle Analyzer System for Nanosystems Engineering Program – 1-year grant of $66,280 from Louisiana Tech University Student Technology Fee Board to enhance Micro/Nanosystems Engineering lab.

2006-2007 – Enhancing Micro/Nanotechnology Education with Hands-on Scanning Electron Microscopy – Principal Investigator, 12-month grant of $60,630 to obtain a table top SEM for use in undergraduate laboratories funded by the Louisiana Board of Regents Support Fund.

2005-2006 – Enhancing Nanotechnology Education through Hands-on Atomic Force Microscopy – co-Principal Investigator, 12-month grant of $50,000 funded by Louisiana Board of Regents to provide AFM/STM system for undergraduate education.

2004-2005 – NUE: Teaching Nanosystems Engineering to Early College Students with Active Learning Experiences – Principal Investigator, 24-month grant of $160,000 to develop nanotechnology-related experiential learning activities targeting freshman and sophomore engineering students funded by National Science Foundation.

2003-04 – Establishing a Micro/Nanofabrication Teaching Laboratory – Principal Investigator, 12-month grant of $200,000 funded by Louisiana Tech Technology Fee Board and College of Engineering & Science to develop a MEMS laboratory for masters students in Microsystems Engineering.

2003-04 – Enhancing Manufacturing Education through Hands-on Rapid Prototyping – Principal Investigator, 12-month grant of $54,250 funded by the Louisiana Board of Regents to enhance mechanical engineering manufacturing laboratory through acquisition of CNC equipment, GD&T software, and RP technology.

2002 – 3D Laser Measurement and Digital Image Mapping for Pipeline Inspection – Center for Entrepreneurship and Information Technology, Louisiana Tech University, 12-month seed grant of $39,500 to develop imaging algorithms for sewer inspection technologies.

2002 – ENGR 489C: A Rapid Prototyping Tools Course – Center for Entrepreneurship and Information Technology, Louisiana Tech University, 6-month course development grant of $9,000 to provide a workshop on rapid prototyping technologies in the areas of 3D printing, CNC machining, and 3D scanning.

2001 – Thermal Design of a Collapsible Cryogenic Vessel – NASA ASEE Summer Faculty Fellowship, Kennedy Space Center.

2000-2001 – Integrated Classroom/Laboratory for Sophomore Engineering Science Courses – Principal Investigator, 12-month grant of $75,600 funded by the Louisiana Board of Regents Support Fund to establish a thermodynamics laboratory.

2000-2001 – Hands-on Learning in Undergraduate Fluid Mechanics – Co-Principal Investigator, 12-month grant of $49,000 funded by the Louisiana Board of Regents Support Fund to enhance the undergraduate fluid mechanics laboratory.

2000-2005 – One-Two-Three-Go: A Strategic Initiative for Rapid Research Competitiveness in Microsystems Development – Other Investigator, 5-year grant of $710,000 funded by the Louisiana Board of Regents Support Fund to enhance faculty hiring at the Institute for Micromanufacturing.

2000-2001 – Development of a High-Pressure, Low-Temperature RTD Sensor – Principal Investigator, 12-month grant of $40,000 funded by NASA Stennis Space Center to design and fabricate a prototype RTD sensor for high pressure liquid oxygen flows.

- 1998-2001 – Development of Microminiature Refrigeration Systems – Principal Investigator, 3-year grant of $83,000 funded by the Louisiana Board of Regents Support Fund to design and fabricate microminiature cooling systems and investigate fluid flow and heat transfer characteristics in microchannels.

- 1996-2001 – Development of a Center for Advanced Mold/Mask Processes and Applications for the Miniaturization Technologies – Co-Investigator, 5-year grant of $1,994,500 funded by the Department of Defense (DoD) to establish a research center at the IM specializing MEMS technologies.

- 1998-2000 – Multidisciplinary Equipment Enhancement Project – Co-Principal Investigator, 2-year grant of $300,000 funded by the National Science Foundation Major Research Instrumentation program. Provided funds to obtain PIV and LDV systems for flow visualization.

SCHOLARSHIP

Refereed Journal Articles/Book Chapters (h-index=6, over 150 citations, source Google Scholar)


Refereed Conference Proceedings


Technical Reports and other Scholarly Works


4. Colwell, G. and H. Hegab, "Cabinet Thermal Management Study," Thermal Forum 1993, Bell Northern Research, Atlanta Labs, Atlanta, GA.

TEACHING EXPERIENCE/SKILLS

<table>
<thead>
<tr>
<th>Thermodynamics</th>
<th>Finite Element Analysis</th>
<th>Bulk Micromachining Processes</th>
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<tbody>
<tr>
<td>Heat Transfer</td>
<td>Numerical Methods</td>
<td>Soft Lithography</td>
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<tr>
<td>Fluid Mechanics</td>
<td>Instrumentation</td>
<td>Layer-by-layer Self Assembly</td>
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<tr>
<td>Thermal Systems Design</td>
<td>Measurements</td>
<td>SEM</td>
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<tr>
<td>HVAC Design</td>
<td>Microsystems Engineering</td>
<td>Surface Profilometry/AFM</td>
</tr>
<tr>
<td>Electronic Packaging</td>
<td>Nanosystems Engineering</td>
<td>Coventor® Simulation</td>
</tr>
</tbody>
</table>

PROFESSIONAL HONORS & AFFILIATIONS

- American Society of Mechanical Engineers (ASME) – associate member, 1993-present
- American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) – associate member & student branch advisor, 1994-present
- American Society of Engineering Education (ASEE) – associate member, 1994-present
- Registered Professional Engineer in Louisiana, Reg. No. 27185
- Order of Engineer – member, 2004-present
- Louisiana Engineering Foundation Engineering Faculty Professionalism Award, 2006
- Louisiana Tech University Engineering Science Foundation Service Award 2004-05
- Louisiana Tech University College of Engineering & Science Outstanding Achievement in Education Award 2004-05
- Louisiana Tech University College of Engineering & Science Outstanding Achievement in Research Award 1997-98
- National Science Foundation Graduate Research Fellow 1991-93
- Georgia Tech Presidential Fellow 1989-93
- Pi Tau Sigma Mechanical Engineering Honor Society – student branch faculty advisor 1996-2000
- Tau Beta Pi Engineering Honor Society

PROFESSIONAL, UNIVERSITY & COMMUNITY SERVICE

- NSF Panel Reviewer, Michigan Research Competitiveness Program Reviewer
- Textbook reviewer for Prentice Hall, Wiley, and CRC Press in areas of thermodynamics, fluid mechanics, and nanotechnology
- Faculty Advisor for IEEE-NanoTech Council Student Group (2009-present)
- Mechanical Engineering Program Graduate Chairman (2000-2004)
- Mechanical Engineering Program Scholarship Committee Chair (1996-2000)
- Mechanical Engineering Search Committee (served on five faculty searches, chaired one)
- Mechanical Engineering Curriculum Committee member
- College Graduate Council Committee (1997-present, chaired one year)
- University Graduate Council Representative (1997-2004)
- University Faculty Senate Representative (2000-2002)
- Student branch advisor for ASHRAE (1997-present)
- Student branch advisor for Pi Tau Sigma (1998-2005)
- Faculty Advisor, Board Member, Finance Chair for Louisiana Tech Wesley Foundation (2006-present)
- FIRST LEGO League Coach (2006-2013)
- Kiwanian, 1996-present, Past Distinguished Club President 2004-05
- Trinity United Methodist Church, member since 1995, served on Board of Trustees 2001-04, Long Range Planning Committee 2004-2007, children’s Sunday school teacher, weekly life group bible study leader

REFERENCES

- Dr. Stan Napper, Vice President of Research and Development
  Louisiana Tech University
  Ruston, LA 71272
  (318) 257-3056
  e-mail: san@latech.edu

- Dr. James Palmer, Associate Dean of Graduate Studies
  College of Engineering & Science
  Louisiana Tech University
  Ruston, LA 71272
  (318) 257-2885
  e-mail: jpalmer@latech.edu

- Mike Pearson, CEO
  Orion Marine Group
  12000 Aerospace, Suite 300
  Houston, TX 77034
  (713) 852-6500
  e-mail: imp110547@aol.com

- Dr. William Jordan, Department Head
  Mechanical Engineering Department
  Baylor University
  Waco, TX 76798-7356
  (254) 710-4192
  e-mail: Bill_Jordan@baylor.edu
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.5. Louisiana Tech University’s request for approval to appoint Dr. Timothy Bisping as Interim Dean of the College of Business effective June 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Timothy Bisping as Interim Dean of the College of Business effective June 1, 2014, at an annual salary of $170,000. 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 Louisiana Tech University’s request to appoint Dr. Timothy Bisping as Interim Dean of the College of Business effective June 1, 2014.
June 4, 2014

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

Louisiana Tech University is pleased to present to the Board of Supervisors a recommendation to appoint Dr. Timothy Bisping as Interim Dean of the College of Business effective June 1, 2014, at an annual salary of $170,000. His résumé is attached. In accordance with Board policy, a national search will be conducted to identify an individual best qualified to serve as Dean of the College.

Dr. Bisping holds the Ph.D. in Economics from Oklahoma State University and the Master of Arts in Economics from Wichita State University. He has served Louisiana Tech as a faculty member since 2000, being promoted to Associate Professor in 2006. His previous administrative experience includes serving as Chair of the Department of Economics at the University Central Arkansas (2010-2011) and, most recently, as Associate Dean of Graduate Programs and Research in Tech’s College of Business (2011-present).

Based on his administrative experience and consistent scholarly accomplishments, I submit Dr. Timothy Bisping as Louisiana Tech’s choice for Interim Dean of the College of Business. Your favorable consideration of his appointment is requested to maintain continuity in the College.

Sincerely,

Leslie K. Guice
President

attachment
Timothy O. Bisping
Associate Dean of Graduate Programs and Research
Jack and Peggy Byrd Endowed Professor
Louisiana Tech University
College of Business

Academic Background

Doctor of Philosophy, Oklahoma State University, December, 1997
Major: Economics
Fields: Labor Economics
Industrial Organization
Urban/Regional Economics
Dissertation Title: “Labor Queues, Discrimination, and Affirmative Action”

Master of Arts, Wichita State University, May, 1993
Major: Economics
Thesis Title: “Determinants of Faculty Union Support”

Bachelor of Business Administration, Cum Laude, Wichita State University, Dec., 1991
Major: Economics

Academic and Administrative Appointments

Associate Dean of Graduate Programs and Research: College of Business, Louisiana Tech University, Ruston, LA (September 2011 - Present)

Associate Professor of Economics: Department of Economics and Finance, College of Business, Louisiana Tech University, Ruston, LA (September 2011- Present)

Department Chair: Department of Economics, Finance and Insurance & Risk Management, University of Central Arkansas, College of Business, Conway, Arkansas (April 2010 – September 2011)

Associate Professor of Economics: University of Central Arkansas, College of Business, Conway, Arkansas (August 2010 – September 2011)

Assistant Professor of Economics: University of Central Arkansas, College of Business, Conway, Arkansas (August 2006 – July 2010)
Assistant/Associate Professor of Economics: Louisiana Tech University, College of Administration and Business (August 2000 – May 2006): Tenured and Promoted, 2006

Director of Institutional Research/Assistant Professor of Economics: Concordia University Wisconsin, Office of the President/School of Business, Mequon, Wisconsin (July 1998-July 2000)

Visiting Assistant Professor: Austin College, Department of Economics and Business Administration, Sherman, Texas (February 1998 – May 1998)

Adjunct Lecturer: University of Central Oklahoma, College of Business Administration, Department of Economics, Edmond, Oklahoma (August 1996 – December 1996 and August 1997- December 1997)

Teaching Associate: Oklahoma State University, College of Business Administration, Department of Economics and Legal Studies, Stillwater, Oklahoma (August 1993 - May 1996 and August 1997 - December 1997)

Research Associate: Poverty Research Grant, Oklahoma State University, College of Arts and Sciences, Department of Sociology, Stillwater, Oklahoma (March 1995 - May 1997)

Graduate Assistant: Wichita State University, W. Frank Barton School of Business, Department of Economics, Wichita, Kansas (January 1992 - June 1993)

Other Positions

Consultant: I-20 Corridor Regional Accelerator, Business Coach, (February – August, 2013)

Consultant: Poverty Research Grant, Oklahoma State University, College of Arts and Sciences, Department of Sociology, Stillwater, Oklahoma (October 1997 – March 1998)

Refereed Articles


**Book Chapters**


**REPORTS**


**Presentations**


**Service**

**Department Assignments:**

**Chair:**

**Member:**
2006-2011 Economics Curriculum Committee - UCA
2008-2009 Department Self Study Committee Member - UCA
2008-2009: Dissertation Committee Member, Karen Pierce, Louisiana Tech U.
2007-2008: Dissertation Committee Member, Steven Hanke, Louisiana Tech U.
2005-2006: Dissertation Committee--Mary Anderson, Louisiana Tech U.
2005-2006: MBA Study Committee, Louisiana Tech U.

**Faculty Advisor:**
2003 - 2006: Omicron Delta Epsilon, Louisiana Tech U.

**Curriculum Development:**
1999-2000: Developed New Economics Major Curriculum, Concordia University Wisconsin
College assignments:

Chair:
2012-Present: Co-Chair, College of Business Strategic Planning Committee, La. Tech U.
2011-Present: Graduate Policies and Assessment Committee – Louisiana Tech U.
2011: AACSB Response Team on Assurance of Learning - UCA
2009-2010: Faculty Excellence Award Committee – UCA

Member:
2012-Present: Business Analytics Group, Louisiana Tech U.
2012-Present: Executive MBA Admissions Committee
2011-Present: College of Business Council, Louisiana Tech U.
2010-2011: College of Business Executive Committee - UCA
2007-2011: MBA Policy Committee - UCA
2007-2008: College of Business Summer Research Stipend Committee - UCA
2006-2008: DBA Curriculum Development Committee - UCA

Other Institutional Service Activities:
2012-Present: Bulldog Business Consultant Advisor
2012-Present: Top Dawg Idea Pitch/New Venture Championship Advisor
2011-Present: DBA Association Advisor
2012-Present: MBA Association Advisor
2006-2011: Member of Graduate Faculty – UCA
2000-2006: Member of Graduate Faculty – Louisiana Tech U.

University Assignments:

Chair:
2012 – 2013: Graduate Council, Louisiana Tech University

Member:
2014-Present: SACS COC Compliance Certification Committee, Louisiana Tech U.
2014-Present: Quality Enhancement Plan Leadership Team, Louisiana Tech U.
2014-Present: Information Technology Study Group, Louisiana Tech U.
2013-Present: Tech 2020 Leadership Team, Louisiana Tech U.
2013-Present: Tech 2020 Leadership Team Communications Committee, Louisiana Tech University.
2012-present: Intellectual Property Committee, Louisiana Tech U.
2013: Instructional Innovation Grant Committee
2012-2013: Search Committee: Vice President for Research and Development
2012: Search Committee: Barksdale AFB Program Director
2011-Present: Research Council
2011-Present: Graduate Council, Louisiana Tech
2010-2011: Academic Council Executive Committee - UCA
2010: Graduate Council Task force for Mission Review - UCA
2006-2011: Graduate Council - UCA
2007-2011: Graduate Council -- Subcommittee I: Worked to develop guidelines for graduate faculty status in the College of business to be approved by the Graduate Council - UCA
2007-2008: McLauchlin Scholarship Committee - UCA
2007-2008: General Education Task Force: Member of Provost's General Education Task Force - UCA
2003-2006: Honors Faculty, Louisiana Tech University
2002-2006: Instructional Policies Committee, Louisiana Tech U.
2000-2001: New Faculty Orientation Committee, Louisiana Tech U.
1998-2000: Academic Council, Concordia University Wisconsin
1998-2000: Administrative Council, Concordia University Wisconsin
1998-2000: University Assessment Committee, Concordia University Wisconsin

Other Institutional Service Activities:

State-wide assignments:
Member:
2012- Present: Member, Council on Undergraduate Research, UL System.
2008-2009: Joint Graduate Council (UCA, UAMS, UALR): Member of the Joint Graduate Council in support of the Consortium Ph.D. in Communication Sciences and Disorders with UAMS and UALR.

Service to the Profession

Chair: Conference Session
2103-2014: Co-Chair: First Annual Louisiana Tech College of Business Analytics Day, Shreveport, LA
2003: 39th Annual Missouri Valley Economic Association Meeting, Session Chair, St. Louis, Missouri.

Other Professional Service Activities
2004: 40th Annual Missouri Valley Economic Association Meeting, Session Organizer, Kansas City, Missouri.

Ad Hoc Reviewer for Journals
Energy Economics
Southern Business and Economic Journal
Mountain Plains Journal of Business and Economics
Journal of Economics
The American Economist
Southern Journal of Entrepreneurship

Courses Taught
Economics for Non-Business Majors
Intermediate Macroeconomics
Intermediate Microeconomics
International Trade
Labor Economics
Managerial Economics
Managerial Economics (MBA)
Managerial Economics (MBA, Online)
Principles of Macroeconomics
Principles of Macroeconomics (Online)
Principles of Microeconomics
Research Topics (Doctoral)
Urban Economics

Professional Development:
AACSB Associate Deans Conference, Phoenix, AZ, 2013.
AACSB Applied Assessment Seminar, Houston TX, 2012.
AACSB Associate Deans Conference, Tampa, FL, 2011.

Honors and Awards

2007: Recipient of the Excellence in Research Award, UCA College of Business.
1997: Recipient of the Oklahoma State University Graduate Research Excellence Award, Oklahoma State University.
1993: Recipient of Oklahoma State University Foundation Graduate Fellowship, Oklahoma State University.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.6. Louisiana Tech University’s request for approval to appoint Dr. Donald Schillinger as Interim Dean of the College of Education effective September 1, 2014.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Donald Schillinger as Interim Dean of the College of Education effective September 1, 2014, at an annual salary of $105,600. 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 Louisiana Tech University’s request to appoint Dr. Donald Schillinger as Interim Dean of the College of Education effective September 1, 2014.
June 3, 2014

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

Louisiana Tech University is pleased to present to the Board of Supervisors a recommendation to appoint Dr. Donald Schillinger as Interim Dean of the College of Education effective September 1, 2014, at an annual salary of $105,600. His résumé is attached. In accordance with Board policy, a national search will be conducted to identify an individual best qualified to serve as Dean of the College.

Dr. Schillinger holds the Ph.D. and the M.Ed. in Curriculum & Instruction from the University of Mississippi. He has served Louisiana Tech as a faculty member since 2006, being promoted to Associate Professor in 2010. His previous administrative experience includes serving as Director of Clinical & Field Experiences, NCATE Coordinator, Associate Dean of Undergraduate Studies, and Director of Assessment and Accreditation in the College of Education at Louisiana Tech University.

Based on his administrative experience and consistent scholarly accomplishments, I submit Dr. Don Schillinger as Louisiana Tech’s choice for Interim Dean of the College of Education. Your favorable consideration of his appointment is requested to maintain continuity in the College.

Sincerely,

Leslie K. Guitée
President

dc
attachment
Donald N. Schillinger Jr.
Director, Assessment and Accreditation
Associate Professor, Secondary (Science) Education
College Of Education, Louisiana Tech University
W- (318) 257-2977
Email: dschill@latech.edu

1. Education

<table>
<thead>
<tr>
<th>INSTITUTION AND LOCATION</th>
<th>DEGREE</th>
<th>YEAR(s)</th>
<th>FIELD OF STUDY</th>
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<tbody>
<tr>
<td>University of Mississippi</td>
<td>Ph.D.</td>
<td>2004</td>
<td>Curriculum &amp; Instruction (Secondary Education - Science)</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>M.Ed.</td>
<td>2002</td>
<td>Curriculum &amp; Instruction (Secondary Education - Chemistry)</td>
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<tr>
<td>University of Central Florida</td>
<td>B.S.</td>
<td>1995</td>
<td>Chemistry Education</td>
</tr>
</tbody>
</table>

2. Employment

2012-present College of Education, Louisiana Tech University
Director of Assessment and Accreditation (IT Supervision)

2009-2012 College of Education, Louisiana Tech University, Associate Dean of Undergraduate Studies and Director of Clinical & Field Experiences

2006-2009 College of Education, Louisiana Tech University, Associate Professor, Secondary Education (Science)

2005-2006 Burton College of Education, McNeese State University
Dept. Head, Teacher Education/ Asst. Professor, Science/Math Education

2004-2005 - Adjunct Faculty (Foundations, Instructional Technology, Science Education)
School of Education, University of Mississippi
- Co-Director of Assessment, Center for Educational Research & Evaluation (CERE) – University of Mississippi
- Director, Teach Mississippi Institute

2002-2004 Adjunct Faculty (Foundations, Instructional Technology, Science Education)
School of Education, University of Mississippi

2001-2002 Instructor & Faculty Technology Coordinator, School of Education, University of Mississippi

2000-2001 Graduate Instructor - School of Education, University of Mississippi

1995-2000 Teacher (Secondary Science), Curriculum/Technology Coordinator
Trinity Preparatory School, Winter Park, Fl.

3. Teaching

Graduate Faculty Status – instruction of undergraduate and graduate level courses and dissertation guidance

University

High School

Middle School
1995-2000 - Middle School (7th & 8th Grade Science), Trinity Preparatory School, Winter Park, Fl.
4. Publications

Journals


Other Publications


5. Professional Associations and Service

2014 Strategic Planning Committee: Technology, Louisiana Tech University – University - Member
2013-present Louisiana ACT Council – State - Member
2013 Tenure Committee, Louisiana Tech University, Dept. of Curriculum, Instruction, and Leadership - Member
2013-present SACS - Institutional Compliance Committee, Louisiana Tech University – University - Member
2013-present L-STEM: The Louisiana STEM Initiative – State - Advisory Board
2013 Tenure Committee, University of Mississippi, School of Education – External Evaluator
2012-present SACS - Institutional Effectiveness Committee, Louisiana Tech University – University - Member
2012-2013 Center for Adult Learning in Louisiana (CALL) Advisory Council, University of Louisiana System - Member
2012 Tenure Committee, University of Mississippi, School of Education – External Evaluator
2012 Tenure Committee, Louisiana Tech University, College - Member
2012 Screening Committee (Dean, COE), Louisiana Tech University - College - Member
<table>
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<tr>
<th>Year</th>
<th>Position</th>
<th>Institution</th>
<th>Role</th>
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<tbody>
<tr>
<td>2012-2013</td>
<td>Search Committee (Kinesiology Dept. Head), Louisiana Tech University College</td>
<td>Chair</td>
<td></td>
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<tr>
<td>2012-present</td>
<td>NCATE/CAEP Coordinator, Louisiana Tech University - College of Education</td>
<td>Member</td>
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<td>2012</td>
<td>Strategic Planning Committee, Louisiana Tech University - College</td>
<td>Member</td>
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<tr>
<td>2011-present</td>
<td>National Association for Research in Science Teaching</td>
<td>Member</td>
<td></td>
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<tr>
<td>2011-present</td>
<td>Journal of Contemporary Research in Education – Editorial Review Board</td>
<td>Member</td>
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<tr>
<td>2009-2013</td>
<td>Advisory Committee for the Associate of Science in Teaching Program</td>
<td>Member</td>
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<tr>
<td>2009-2013</td>
<td>Bossier Parish Community College</td>
<td>Member</td>
<td></td>
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<td>2009-2013</td>
<td>Admission and Retention Committee, Louisiana Tech University – College</td>
<td>Chair</td>
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<td>2009-present</td>
<td>Administrative Council, College of Education</td>
<td>Member</td>
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<td>2009-2012</td>
<td>University Communications Committee, Louisiana Tech University</td>
<td>Member</td>
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<td>2009-2012</td>
<td>Instructional Planning Committee, Louisiana Tech University</td>
<td>Member</td>
<td></td>
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<tr>
<td>2008-current</td>
<td>National Science Teacher Association (NSTA) – National Program Reviewer</td>
<td>Member</td>
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<td>2008-2009</td>
<td>Lesson Plan Committee Louisiana Tech University, CIL Dept.</td>
<td>Member</td>
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<td>2008-2010</td>
<td>Technology Committee, Louisiana Tech University, College</td>
<td>Member</td>
<td></td>
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<tr>
<td>2008</td>
<td>Louisiana Region II Science &amp; Engineering Fair - Judge</td>
<td>Member</td>
<td></td>
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<tr>
<td>2008</td>
<td>Hybrid Course Policy Committee, Louisiana Tech University</td>
<td>Member</td>
<td></td>
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<tr>
<td>2008</td>
<td>Assistant Soccer Coach, Ruston Recreation &amp; Parks Youth League</td>
<td>Member</td>
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<tr>
<td>2007-2010</td>
<td>NCATE-Steering Committee, Louisiana Tech University – College</td>
<td>Member</td>
<td></td>
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<tr>
<td>2007-2010</td>
<td>NCATE-Standard II Committee, Louisiana Tech University College</td>
<td>Co-chair</td>
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<tr>
<td>2006-2010</td>
<td>NSTA SPA (NSTA), Louisiana Tech University College</td>
<td>Chair</td>
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<tr>
<td>2006-2012</td>
<td>Unit Assessment Committee, Louisiana Tech University – College</td>
<td>Member</td>
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<td>2006</td>
<td>Dissertation Committee – University of Mississippi</td>
<td>Member</td>
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<td>2006-present</td>
<td>Association of Supervision and Curriculum Development (ASCD)</td>
<td>Member</td>
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<td>2004, 2005</td>
<td>Mississippi Region VII Best of Fair Judge</td>
<td>Member</td>
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<tr>
<td>2004</td>
<td>Mississippi Region VII Fair Scientific Review Committee</td>
<td>Member</td>
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<tr>
<td>1995-present</td>
<td>National Science Teacher Association (NSTA) – Member</td>
<td>Member</td>
<td></td>
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<tr>
<td>2001-2005</td>
<td>Phi Delta Kappa: Member / Historian, University of Mississippi chapter</td>
<td>Member</td>
<td></td>
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<tr>
<td>2003</td>
<td>Mississippi Region VII Best of Fair Judge</td>
<td>Member</td>
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<td>2003-2005</td>
<td>Board of Directors, Oxford University School, Oxford Mississippi</td>
<td>Member</td>
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<tr>
<td>2003-2004</td>
<td>Dean Search Committee, University of Mississippi</td>
<td>Member</td>
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<tr>
<td>1999-2000</td>
<td>Board of Trustees, Trinity Preparatory School, Winter Park, Fl.</td>
<td>Member</td>
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</table>

**6. Grants and Contracts**

<table>
<thead>
<tr>
<th>Year</th>
<th>Project/Proposal</th>
<th>Role</th>
<th>Granting Agency</th>
<th>Duration</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2013</td>
<td>Project: UTeach @ LaTech</td>
<td>P.I.</td>
<td>UTeach Institute through HHMI and NSMI</td>
<td>52 months</td>
<td>$1,424,473</td>
</tr>
<tr>
<td>2013</td>
<td>Project: Student Technology Fee Proposal</td>
<td>Co-P.I.</td>
<td>Louisiana Tech Student Technology Fee Board</td>
<td>1 year</td>
<td>$70,875</td>
</tr>
<tr>
<td>2013</td>
<td>Project: LOSFA’s La GEAR Up Professional Development &amp; Academic Year Follow Up: A Call to ACTION to ENGAGE and Motivate Teachers and Students Across Louisiana</td>
<td>P.I.</td>
<td>USDOE through LOSFA and La GEAR UP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3
<table>
<thead>
<tr>
<th>Year</th>
<th>Status</th>
<th>Grant Description</th>
<th>Role</th>
<th>Granting Agency</th>
<th>Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Unfunded</td>
<td>Project: STEM-Plus: Louisiana Tech University's Noyce Scholarship programs for Secondary Teachers</td>
<td>Co-P.I.</td>
<td>National Science Foundation</td>
<td>1 year</td>
<td>$496,699</td>
</tr>
<tr>
<td>2013</td>
<td>Funded</td>
<td>Project: Logistical Support for Statewide Summer Transition</td>
<td>Co-P.I.</td>
<td>LOSFA/LaGEARUP</td>
<td>1 year</td>
<td>$316,995</td>
</tr>
<tr>
<td>2012</td>
<td>Funded</td>
<td>Project: Supplemental Services in Support of ACT Quality Core: Accelerated Academic Achievement Initiative</td>
<td>P.I./Co-Director</td>
<td>USDOE through LaSIP/LA GEAR UP</td>
<td>1 year</td>
<td>$446,243</td>
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<tr>
<td>2012</td>
<td>Funded</td>
<td>Project: ACT Quality Core: Accelerated Academic Achievement Initiative</td>
<td>Co-P.I./Director</td>
<td>USDOE through LaSIP/LA GEAR UP</td>
<td>1 year</td>
<td>$674,871</td>
</tr>
<tr>
<td>2012</td>
<td>Funded</td>
<td>Project: Student Technology Fee Proposal</td>
<td>Co-P.I.</td>
<td>Louisiana Tech Student Technology Fee Board</td>
<td>1 year</td>
<td>$64,602</td>
</tr>
<tr>
<td>2012</td>
<td>Funded</td>
<td>Project: TeachScape for Professional Development of Teacher Candidates</td>
<td>P.I.</td>
<td>Louisiana Tech Lagniappe Ladies</td>
<td>1 year</td>
<td>$5,000</td>
</tr>
<tr>
<td>2012</td>
<td>Unfunded</td>
<td>Project: Pr-ISM : Project-driven Interdisciplinary Science and Mathematics</td>
<td>Co-P.I.</td>
<td>National Science Foundation</td>
<td>3 years</td>
<td>$1,499,935</td>
</tr>
<tr>
<td>2011</td>
<td>Funded</td>
<td>Project: Student Technology Fee Proposal</td>
<td>P.I.</td>
<td>Louisiana Tech Student Technology Fee Board</td>
<td>1 year</td>
<td>$79,833</td>
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<tr>
<td>2011</td>
<td>Funded</td>
<td>Project: Louisiana Gear Up Bridges to the Future Camp 2011</td>
<td>Co-P.I.</td>
<td>Louisiana Board of Regents/LaSIP/U.S. Dept. of Ed.</td>
<td>1 year</td>
<td>$99,562</td>
</tr>
<tr>
<td>2011</td>
<td>Funded</td>
<td>Project: Rigor and Relevance in the Classroom: The Path to Educational Excellence</td>
<td>Co-P.I.</td>
<td>Louisiana Board of Regents</td>
<td>1 year</td>
<td>$286,945</td>
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<tr>
<td>2010</td>
<td>Unfunded</td>
<td>Project: Model for Informal Community Education (MICE)</td>
<td>Co-P.I.</td>
<td>Louisiana Board of Regents</td>
<td>1 year</td>
<td>$1,373,688</td>
</tr>
<tr>
<td>2010</td>
<td>Funded</td>
<td>Project: Value-added Teacher Preparation Research Study Subgrant</td>
<td>P.I.</td>
<td>Louisiana Board of Regents</td>
<td>2 years</td>
<td>$35,000</td>
</tr>
<tr>
<td>2010</td>
<td>Funded</td>
<td>Project: Louisiana Gear Up Bridges to the Future Camp 2010</td>
<td>P.I. &amp; Director</td>
<td>Louisiana Board of Regents/LaSIP/U.S. Dept. of Ed.</td>
<td>1 year</td>
<td>$154,175</td>
</tr>
</tbody>
</table>
2009  Project: Literacy Across the Curriculum Website
Funded  Role: P.I./Contractor
Granting Agency: Louisiana Board of Regents
Duration – June 2009  Amount: $20,000

2009  Project: Louisiana Gear Up Bridges to the Future Camp 2009
Funded  Role: P.I. & Project Director
Granting Agency: Louisiana Board of Regents/LaSIP/U.S. Dept. of Ed.
Duration: 1 year  Amount: $87,984

2008  Project: Louisiana Gear Up Bridges to the Future Camps 2008
Funded  Role: P.I. /Project Director
Granting Agency: Louisiana Board of Regents/LaSIP/U.S. Dept. of Ed.
Duration: 1 year  Amount: $101,310

2008  Project: Literacy Across the Curriculum Website
Funded  Role: P.I./Contractor
Granting Agency: Louisiana Board of Regents
Duration – June 2009  Amount: $10,000

2007-2008  Project: Engineering Higher Student Achievement in Mathematics
Funded  Role: Co-P.I./Project Director
Granting Agency: Louisiana Systems Initiative Program (LaSIP) - Louisiana Board of Regents
Duration – 1 year  Amount: $400,000

2007-2009  Project: Louisiana Value-added Assessment Qualitative Research
Funded  Role: Co-P.I./Lead Researcher
Granting Agency: Carnegie Foundation/ Louisiana Board of Regents
Duration – 2 years  Amount: $25,500/year

2005  Project: Math and Science Partnership Grant
Submitted  Role: Co-P.I.
Granting Agency: Mississippi Department of Education / NSF
Duration 1-3 years  Amount: $420,000 / year

2005  Project: Teach Mississippi Institute (2002-2004 initiative re-funded under different format)
Funded  Role: Co-P.I./Co-Director
Granting Agency: Mississippi Department of Education
Duration: 1 year (continuing funding pending)  Amount: $52,000

2003-2004  Project: Rides: K-6 Mathematics and Science Project
Funded  Role: Co-P.I./Curriculum Development/Trainer
Granting Agency: Mississippi Department of Transportation (MDOT)
Duration: 1 year  Amount: $56,000

2002-2004  Teach Mississippi Institute
Funded  Project: Granting Agency: Mississippi Department of Education
Role: Co-P.I./Co-director
Duration: 2 years  Amount: $52,000

2002-2003  Project: Middle School Mathematics Project
Funded  Role: Co-P.I./Instructor
Granting Agency: Mississippi Department of Education Eisenhower Project
Duration: 1 year  Amount: $106,000

2001-2002  Middle School Mathematics Project
Funded  Granting Agency: Mississippi Department of Education Eisenhower Project
Duration: 1 year  Amount: $70,000

7. Presentations

2013  Comprehensive School Reform Symposium, Louisiana Tech University, Using ACT’s quality Core to accelerate the academic achievement of students. 1/12/2013

2012  Annual Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Conference – State Conference

2011  National Honor Society Keynote Presentation – Ruston High School - Ruston, LA


2007  Project EPAS (Educational Planning and Assessment System) – Summer 2007 Formative & Summative Assessment Strategies - Professional development session, Louisiana Tech University

2007  Louisiana Reading Association Conference (LRA) - Baton Rouge, LA - 11/07/2007 Strategic Processing & the Use of Math Narrative in the Instruction of Mathematics

2007  Effective Strategies for the Instruction of Mathematics Louisiana Tech University/SGA sponsored Service Learning Seminar

2007  Project EHSAM (Engineering Higher Achievement Student Achievement in Mathematics) – Louisiana Tech University - 10 day series of professional development session - various topics relevant to the EHSAM project.

2005  Gear Up Mississippi – STEM project – Seminar presentation, University of Mississippi Math Reasoning as a Survival Skill

2005  National Science Teacher Association (NSTA) National Convention - Dallas, TX April 1, 2005 – How Students can be Successful at Science Fair and Inquiry

2005  National Science Teacher Association (NSTA) National Convention - Dallas, TX - April 02, 2005: 15:30-16:30 A Web/CD-based Science Curriculum Studying the History, Philosophy, and Nature Science (HPNS)

2005  NASA Space Grant Consortium Teacher Conference - Stennis Space Center, Mississippi - Integrating Science Web Sites Into the Teaching and Learning Environment

2004 - 2005  Marshall County (Mississippi) School District - Series of professional development teacher workshops on the use of technology to enhance instruction and leaning in the K-6 classroom

2004  Mississippi Space Grant Consortium – Jackson State University, Mississippi - Seminar/Workshop director - Appropriate Assessment Designs & Strategies:Writing SMART Objectives for Funded Programs

2004  Mississippi Department of Transportation - Series of professional development teacher workshops (statewide) – Integration of Transportation Topics into the K-6 Math/Science Curriculum

2004  National Science Teacher Association (NSTA) National Convention, Atlanta, GA. - Test, Design and Quality Control Through Inquiry

2004  GK-8: Using inquiry to Teach K-8 Science and Mathematics - One day workshop for participants of the GK-8 Fellowship Program

2003  National Science Teacher Association (NSTA) National Convention, Philadelphia, PA. - Infusing Science-related Careers into the Curriculum

2002/2003  Pontotoc School Systems / North Mississippi Education Consortium - Integration of technology into the learning environment

2001,2002  Mississippi Middle School Math Project - Summer workshop for training current educators in math/technology integration

2001  National School Boards Association (NSBA) - Presentations (for Casio electronics) on the use of technology to enhance instruction and learning

9. Curriculum Development

2013  Development of EDLE 734: Critical Issues in Higher Education
2011  Development of EPAS course and online delivery modules
2011  EDCI 520R: Reading Practicum – developed the new course and online delivery modules
2008  EDCI 480: Principles of Teaching – developed online delivery of existing course – Louisiana Tech University
2008  EDCI 489C: Using the Internet in Education – World Wide Web course – Louisiana Tech University – created the new course for online delivery – Louisiana Tech University
2008  Developed and revised the guidelines and prompts for the Louisiana Tech lesson Plan template
2008  EDCI 438: Instructional Strategies & Assessment - developed online delivery of existing course – Louisiana Tech University
2007  EDCI 464: Materials & Methods for Instructing Science – Developed online course curriculum for the Second Careers in Teaching (SCIT) program – Louisiana Tech University
2005  The Teach Mississippi Institute at http://www.tmi.olemiss.edu/
      Curriculum author of online secondary education methods courses for alternative certification programs – University of Mississippi
2006  EDCI 558: Integrating the Internet in Education – curriculum author – created new course – delivered online - University of Mississippi
2004  Roadways Into the development of elementary students: K-6 math and science lessons.
      Mississippi Department of Transportation – statewide curriculum - co-author

10. Honors & Awards

2013-14 College of Education Chase Bank Endowed Professorship
2009  College of Education Outstanding Service, Chair for NCATE Standard 3 - Louisiana Tech University
2008  College of Education Outstanding Faculty Grants Award – Louisiana Tech University
2008  Department of Curriculum, Instruction, & Leadership Outstanding Grantsmanship Award - Louisiana Tech University
2006  Joe Palermo Jr. Family Endowed Scholar Award – McNeese State University
2002 - 2003 University of Mississippi Outstanding Doctoral Student in Secondary Education
2001 - 2002 University of Mississippi Graduate Scholar/Achievement Award
2001 - 2002 Phi Delta Kappa Outstanding Graduate Student
2001  Southeastern Regional Association of Teacher Educators (SRATE) Professional Development Award
1999  Air Force Association (AFA) Central Florida Science/Math/Technology Teacher of the Year
1998  DeWitt E. & Vera M. Hooker Fellowship for Science Curriculum Development

11. Consulting & Professional Development Services

2010-2012  External Review / Evaluation of the NASA Threads project - NASA
2010  School Review - Denver Academy – Denver, CO.
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.7. Louisiana Tech University’s request for approval of the Affiliation Agreement with Innovative Student Facilities, Inc. to reflect Dr. Leslie K. Guice as President.

EXECUTIVE SUMMARY

This request updates the current affiliation agreement to reflect Dr. Leslie K. Guice as President of Louisiana Tech University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of the Affiliation Agreement with Innovative Student Facilities, Inc. to reflect Dr. Leslie K. Guice as President.
June 3, 2014

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

Please find attached for your review and approval the Affiliation Agreement between Louisiana Tech University and the Innovative Student Facilities, Inc. to reflect the change in President’s.

Sincerely,

Leslie K. Givce
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM
P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of May, 2014, by and between Louisiana Tech University (herein called "University"), represented by Dr. Leslie K. Guice and the Innovative Student Facilities, Inc., a non-profit organization (herein called "ISF"), whose address is 3923 Elm Street, Choudrant, LA 71227, herein represented by Christopher Barr;

WHEREAS, the ISF renders invaluable support to and works closely with the University; and

WHEREAS, the ISF uses the University’s name in carrying out their functions, and in some cases, uses University facilities and personnel, or resources in raising funds for and otherwise supporting the University and its programs; and

WHEREAS, because of the close association of ISF with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the responsibilities, authority, and the relationship of the University and the ISF; and

WHEREAS, it is, therefore, appropriate that the University and ISF document clearly the relationship between the University and the ISF and their respective responsibilities and authority; and

WHEREAS, because the ISF is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University, it is important that the University and the ISF agree to the standards and procedures for accounting for and auditing of accounts of the ISF while at the same time preserving the private and independent status of the ISF.

NOW, THEREFORE, the parties agree as follows:

A. The purpose of the ISF shall be to acquire, renovate, rehabilitate, repair, construct, develop, manage, lease as lessor or lessee, mortgage, and/or convey residential classroom, administrative and other facilities on the campus of the University. In carrying out this objective and purpose, the ISF shall have and enjoy every power and authority granted by the Louisiana Nonprofit Corporation Law.

B. The ISF shall have the following duties and responsibilities:

(1) Receive, hold, invest, and administer property and to make expenditures to support programs and activities designed to advance, promote, or otherwise benefit the University. The ISF has been formed for non-profit activities and not for pecuniary profit or financial gain.

(2) Provide support to the University. Therefore, the ISF may not engage in activities contrary to this objective. In addition, the acts, deeds, functions,
and activities of the ISF shall in no way conflict with the authority of the University.

(3) Expend funds for establishment and operation of the ISF and for any expenses incidental to the conduct of the affairs of the ISF.

(4) Reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the ISF by the University pursuant to La. R.S. 17:3390B(3).

(5) Under no circumstances shall any of the net earnings or assets of the ISF inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the ISF shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the ISF.

(6) Establish and implement a system of controls that ensures compliance with all applicable laws and regulations, specifically state and federal laws regarding the non-profit, tax-exempt status of the entity.

C. Duties, functions, and responsibilities of the University include:

(1) The University shall accept assets from the ISF for the purpose of promoting the well-being and advancement of the University and all the colleges, schools, departments, and divisions comprising it and to develop, expand, and improve the University’s curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and increase the University’s benefits to the citizens of the State of Louisiana and the United States of America.

(2) The University shall use such assets in accordance with the terms and conditions as may be imposed by the University, bond covenants, testators and donors, within the limits of the law.

D. Services to be performed:

(1) By the ISF:

(a) The ISF agrees to perform services consistent with its mission generally and as specifically set forth in this Agreement.
(b) May lease property from the University in accordance with La. R.S. 17:3361 for the advancement of the University’s mission.
(c) In addition, the ISF may perform other services consistent with its overall purpose for the benefit of the University.
(2) By the University:

(a) The University agrees to make available to the ISF, whenever feasible, facilities, personnel, or other support provided that the University is reimbursed directly or in kind for any costs associated with these items.

E. The books and records of the ISF shall be kept in accordance with generally accepted accounting principles and shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of the annual audit. All audit findings, audit exceptions, or any misuse of finds shall be reported to the Board of Directors of the ISF, who shall maintain a written policy regarding the handling and resolution of such occurrences. A copy of resolution of the problem shall be provided to the Board of Supervisors for the University of Louisiana System. The ISF shall take appropriate corrective action to remedy such occurrences. The ISF must submit audited financial statements and management letter to the University within 120 days following its June 30 year-end closing.

F. In the case that the ISF is acting as a depository for public funds, said funds shall be audited annually by an independent professional auditor in accordance with generally accepted auditing standards and other agreed upon procedures, if any, as required by the legislative auditor, the Board of Supervisors, and the Board of Regents. The professional auditor shall furnish the University and the Board of Supervisors, as well as the legislative auditor and the Board of Regents, if necessary, copies of the annual audit. All audit findings or exceptions involving public funds or the misuse of public funds shall be reported without delay to the Board of Supervisors for appropriate action, with a copy to the President of the University, and to the Lincoln Parish District Attorney’s Office. The Board of Supervisors may require specific corrective action as it deems necessary in order to protect the integrity of public funds held by the ISF. The Board may also demand the immediate withdrawal of some or all public funds on deposit with the ISF.

G. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate the Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.

H. Should any substantial misuse of funds or fraudulent activity on the part of the ISF be discovered, the University may at discretion, terminate this Agreement. In such case, the ISF shall be prohibited from using the University’s name to
solicit donations, enter into any real estate transaction, or used for any other purpose and shall not in any way represent to alumni, contributors, and the general public that the ISF is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it.

I. If this Agreement is terminated by the University or by operation of law, any transactions entered into by the ISF prior to the receipt of such notice shall be binding upon the University. Should the ISF choose to terminate this agreement, the university may require the ISF to pay debt it holds on behalf of the ISF in like manner.

J. Nothing in the Agreement shall be construed as to invalidate or restrict the ISF’s private and independent status.

K. The initial term of this Agreement shall be from August 1, 2003 to August 1, 2033. Thereafter, this Agreement shall be subject to annual review and approval by the president of the university, who shall make known any objections or recommended changes no later than 30 days prior to the current expiration date. Under such given notice, the Agreement will continue on a month-to-month basis until accord is reached by the parties or the Agreement is terminated as provided herein. If no changes are recommended, the terms of this Agreement shall be extended automatically without further action by the parties for the ensuing 12-month period.

L. Should Innovative Student Facilities, Inc., cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Innovative Student Facilities, Inc., funds shall become the property of the University or other University affiliated organizations approved by the University in accordance with donor intent.

M. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

**University:**
Louisiana Tech University  
Office of the President  
P. O. Box 3168  
Ruston, LA 71272

**ISF:**
Innovative Student Facilities, Inc.  
3923 Elm St.  
Choudrant, LA 71227

N. This agreement constitutes the entire Agreement between the parties and shall be amended in writing, executed by all parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

LOUISIANA TECH UNIVERSITY

By: Leslie K. Guice, President
Louisiana Tech University

INNOVATIVE STUDENT FACILITIES, INC.

By: Christopher Barr, Vice Chairman
Innovative Student Facilities, Inc.
 BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.9. McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2015, Coach will earn $40,316 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2014.
June 4, 2014

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 27, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Men's Golf Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2014, and terminating without further notice to COACH on the 30th day of June 2015 unless extended under the terms of this contract.

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

3.0 Compensation

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

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

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

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

4.0 Contracts for broadcast and/or televcast

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

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

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

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

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

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

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

5.0 **Camps and Clinics**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. 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 shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Men’s Golf Staff

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

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

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

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

WITNESSES:

[Signatures]

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

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

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

FINANCE COMMITTEE

June 27, 2014

Item H.10. McNeese State University’s request for approval of a contract with Mr. Michael Edward Fluty, Head Women’s Golf Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under one-year agreement, through June 30, 2015, Coach will earn $40,118 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Michael Edward Fluty, Head Women’s Golf Coach, effective July 1, 2014.
June 4, 2014

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Michael E. Fluty, Head Women’s Golf Coach effective July 1, 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 27, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Golf Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2014, and terminating without further notice to COACH on the 30th day of June 2015 unless extended under the terms of this contract.

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

3.0 Compensation

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

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

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. 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 shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Women’s Golf Staff

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

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may assign the COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

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

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

WITNESSES:

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

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

SECRETARY – Board of Supervisors
Item H.11. McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2015, Coach will earn $54,500 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approved McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2014.
June 4, 2014

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Justin W. Hill, Head Baseball Coach effective July 1, 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 27, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY  
Head Baseball Coach  
TERMS OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF CALCASIEU  

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

1.0 Employment  

1.1 McNeese State University (the "University") does hereby employ COACH as Head Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.  
1.2 COACH shall be responsible, and shall report, directly to McNeese State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of McNeese State University's President.  
1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University’s athletic program as the Director may assign.  
1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term  

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2014, and terminating without further notice to COACH on the 30th day of June 2015 unless extended under the terms of this contract.  
2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing and signed by the parties. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this contract count in any way toward tenure at McNeese State University.

3.0 Compensation  

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $54,500.00.  
3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 14.1.  
3.3 The University may permit additional (non-recurring) supplemental pay to COACH for team participation in post-season games in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.  
3.4 In this appointment, in accordance with ULS Policy Number FS.111.XX1.1, you will not accrue Compensatory Leave and you will be exempt from taking leave when the University is officially closed at holiday breaks.

4.0 Contracts for broadcast and/or telecast  

4.1 COACH may host a television show to promote the McNeese State University Baseball Team.  
4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:  
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television show.  
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said television show and available for verification by University auditors.

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

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

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

5.0 **Camp and Clinics**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0  **Employee Benefits**

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

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

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

(Adopted 2/24/95)

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

9.0  **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. 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 shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Baseball Staff

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

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may realign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

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

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

WITNESSES:

[Signatures]

Justin W. Hill, Head Baseball Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _______ day of _________.

SECRETARY – Board of Supervisors
Item H.12.  McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2014.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2015, Coach will earn $52,126 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2014.
June 4, 2014

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Brendon J. Gilroy, Head Men’s and Women’s Track Coach effective July 1, 2014.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 27, 2014 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams  
President

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

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2014, and terminating without further notice to COACH on the 30th day of June 2015 unless extended under the terms of this contract.

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

3.0 Compensation

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

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

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. 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 shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Men’s and Women’s Track Staff

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

14.0 Termination

14.1 In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date or the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base in Section 3.1. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the McNeese Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause, COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. No damages shall be due if termination is for just cause. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System.

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

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

WITNESSES:

[Signatures]

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

SECRETARY – Board of Supervisors

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 1, 2014 through April 30, 2018, the Co-Coach’s salary for each year is $85,000, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for her appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of $1,600 per month on an as funds available basis, retroactive to the start date of this contract.

- Coach will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if use of the vehicle is discontinued, Coach will receive a $500 per month car stipend.

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.

- Coach will receive an annual $2,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA or NIT tournament competition as follows:
Coach will receive $5,000 for each round her NSU team wins in the NCAA/NIT tournament;

Coach will receive $7,500 should her team advance to the “Sweet 16” in either the NCAA or NIT tournament or in the semi-finals/finals of another postseason tournament;

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

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

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

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

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

In the event Coach terminates the contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after April 30, 2014 but before April 30, 2015--$40,000
- If after April 30, 2015 but before April 30, 2016--$25,000
- If after April 30, 2016 but before April 30, 2017--$10,000
- If after April 30, 2017--No amount due

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2014.
June 6, 2014

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

Re: Co-Head Women’s Basketball Coach Contract Amendment - Brooke Stoehr

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach Contract Amendment - Brooke Stoehr to be placed on the agenda for the June 2014 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for BROOKE STOEHR

STATE OF LOUISIANA

PARISH OF NATCHEITOCHEES

THIS AGREEMENT, made and entered into as of this 27th day of June, 2014, by and between Northwestern State University (hereinafter “University”) represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Brooke Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University. This agreement replaces all previous contracts and amendments to those contracts.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2014 to April 30, 2018, subject to approval of the University Of Louisiana Board Of Supervisors.

3. UNIVERSITY SALARY

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:
First Year of Contract
Eighty-five Thousand ($85,000) Dollars payable in 26 equal installments:

Second Year of Contract
Eighty-five Thousand ($85,000) Dollars payable in 26 equal installments:

Third Year of Contract
Eighty-five Thousand ($85,000) Dollars payable in 26 equal installments:

Fourth Year of Contract
Eighty-five Thousand ($85,000) Dollars payable in 26 equal installments:

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

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

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

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

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

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

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

During the time of employment as co-head coach, Coach Brooke Stoehr will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Stoehr separately for her appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive a housing stipend of $1,600 per month on an as funds available basis, retroactive to the date reflected in Section 2 (Term) of this contract.

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if use of the vehicle is discontinued, coach will receive a $500 per month car stipend.

- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.

- COACH will receive an annual $2,000 stipend for participating in pre- and post-game radio interviews on an as funds available basis.

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

- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA Tournament/NIT competition as follows:
  - Coach will receive $5,000 for each round her NSU team wins in the NCAA Tournament/NIT;
  - Coach will receive $7,500 should her team advance to the “Sweet 16” in either the NCAA Tournament/NIT, or the semi-finals/finals of another postseason tournament;
  - COACH will receive $10,000 for each round her team wins beyond the round of “Sweet 16” in either the NCAA Tournament/NIT; and
  - COACH will receive $25,000 for winning the NCAA Tournament/NIT.

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

- COACH is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be
7. **OUTSIDE INCOME**

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

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

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

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

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

9. **TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Stoehr terminates the Contract without cause, Coach Stoehr would be liable to the University for liquidated damages in the following manner:

- If after April 30, 2014 but before April 30, 2015 - Forty ($40,000) Dollars
- If after April 30, 2015 but before April 30, 2016 – Twenty-Five Thousand ($25,000) Dollars
- If after April 30, 2016 but before April 30, 2017 – Ten Thousand ($10,000) Dollars
- If after April 30, 2017 – No amount due.
Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

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

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- 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.
- 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.
- Substantial and manifest incompetence.
- Violation or gross disregard of state or federal laws.
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

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

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **UNIVERSITY FUNDRAISING**

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

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

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

BY

BROOKE STOEHR, Co-Head Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

KENNY KNOTTS, President
Demons Unlimited Foundation

BY

DR. RANDALL WEBB, President
Northwestern State University

BY

DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
Item H.15. Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2014.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 1, 2014 through April 30, 2018, the Co-Coach’s salary for each year is $46,500, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of $1,000 per month on an as funds available basis, retroactive to the start date of this contract.

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA or NIT tournament competition as follows:
  - Coach will receive $5,000 for each round his NSU team wins in the NCAA/NIT tournament;
  - Coach will receive $7,500 should his team advance to the “Sweet 16” in either the NCAA or NIT tournament or in the semi-finals/finals of another postseason tournament;
  - Coach will receive $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
  - Coach will receive $25,000 for winning the NCAA or NIT Tournament.
• Coach shall receive $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”

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

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2014.
June 6, 2014

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

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

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach Contract Amendment - Scott Stoehr to be placed on the agenda for the June 2014 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for SCOTT STOEHR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 27th day of June, 2014, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Scott Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University. This agreement replaces all previous contracts and amendments to those contracts.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2014 to April 30, 2018, subject to approval of the University Of Louisiana Board Of Supervisors.

3. UNIVERSITY SALARY

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

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

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

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

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

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

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

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

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

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

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

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

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

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

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

During the time of employment as co-head coach, Coach Scott Stoehr will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach Stoehr separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive a housing stipend of $1,000 per month on an as funds available basis, retroactive to the date stipulated in Section 2 (Term) of this contract.

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

- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.

- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA Tournament/NIT competition as follows:
  - Coach will receive $5,000 for each round his NSU team wins in the NCAA Tournament/NIT;
  - Coach will receive $7,500 should his team advance to the “Sweet 16” in either the NCAA Tournament/NIT or the semi-finals/finals of another postseason tournament;
  - COACH will receive $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA Tournament/NIT; and
  - COACH will receive $25,000 for winning the NCAA Tournament/NIT.

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

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

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no
responsible 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.

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

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

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

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

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).

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

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

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
• 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.
• 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.
• Substantial and manifest incompetence.
• Violation or gross disregard of state or federal laws.
• Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
• Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
• Unethical conduct pursuant to NCAA 10.1.

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

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **UNIVERSITY FUNDRAISING**

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

12. **AMENDMENT Extension**

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

13. **SEVERABILITY**

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

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

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

BY

SCOTT STOEHR, Co-Head Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

KENNY KNOTTS, President
 Demons Unlimited Foundation

BY

DR. RANDALL WEBB, President
 Northwestern State University

BY

DR. SANDRA WOODLEY, President
 University of Louisiana Board of Supervisors