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
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.

EXECUTIVE SUMMARY

The University requests approval to appoint Mr. Sam Domiano as Vice President for Administration and Finance effective July 1, 2014, at an annual salary of $150,000. 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 Southeastern Louisiana University’s request to appoint Mr. Sam Domiano as Vice President for Administration and Finance effective July 1, 2014.
June 5, 2014

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

Dear Dr. Woodley:

Southeastern recently conducted a national search to fill the position of Vice President for Administration and Finance. A broad-based search committee evaluated applicants for the position consistent with System policy. The Search Committee included Directors in areas reporting to the Vice President for Administration and Finance, including the Director of Athletics, a dean and department head, and the Student Government Association President, and was chaired by the Vice President for University Advancement. The Committee received 20 applications for the position: 2 applicants were selected to be interviewed on campus, one of whom subsequently withdrew his name from consideration. Please find enclosed a copy of the Search Committee meeting minutes, a copy of the memo from the Search Committee to the President concerning the Committee’s recommendation, and a copy of the position advertisement published in the Chronicle of Higher Education, National Association of College and University Business Officers and Diverse Issues in Higher Education.

Southeastern is pleased to request permission from the University of Louisiana System Board of Supervisors to employ Mr. Sam Domiano as the Vice President for Administration and Finance at an annual salary of $150,000, effective July 1, 2014. Mr. Domiano holds both a Bachelor of Arts degree in Marketing and a Master of Business Administration from Southeastern Louisiana University. He has served as interim Vice President for Administration and Finance since April 2012, and has been employed with the university since 1995. Immediately prior to assuming the interim vice president role, he was responsible for oversight of the Budget Office, the University Center, Safety and Hazardous Waste Management, as well as all Auxiliary Operations of the university. In each area, he has demonstrated sound decision-making skills and the application of superior fiscal management skills, and has been a valuable asset to the administration of the university.

As Interim Vice President for Administration and Finance for the past 14 months, Mr. Domiano has done an excellent job. Mr. Domiano possesses a good understanding of the role, scope and mission of the University as well as the purpose of the Office of Vice President for Administration and Finance within the University.
Mr. Domiano's impressive credentials, demonstrated leadership abilities, and vision convince us that he is an excellent choice for the position of Vice President for Administration and Finance of Southeastern Louisiana University.

Please place this request on the agenda for the June 2014 meeting of the Board of Supervisors.

Sincerely,

John L. Crain
President

Attachments
EDUCATION

Southeastern Louisiana University, Hammond, Louisiana
Master of Business Administration, May 1995

Southeastern Louisiana University, Hammond, Louisiana
Bachelor of Arts in Marketing, May 1989

EXPERIENCE

Southeastern Louisiana University, Hammond, Louisiana
Interim Vice President for Administration and Finance, April 2012 – Present

Responsible for the oversight of all areas within the Division of Administration and Finance. Direct reports include the Assistant Vice President for Finance and Budgets which oversees the Controller’s Office, Purchasing and Budget Office; Assistant Vice President for Operations which oversees Safety and Hazardous Waste Management and all Auxiliary Services which includes providing management support for operating units such as the University Center, Event and Conference Services, Mail Center, and Non-Credit Programs; Physical Plant; Facility Planning; Human Resources; and the Athletic Department for all financial matters.

Responsible for the oversight of all fiscal matters of the university. Responsible for advising the President, other senior administrators, and the Board of Supervisors on issues within the areas of responsibility. Work to ensure compliance with laws, regulations, and standards applicable to university activities, including working with both the internal auditor and other external auditing agencies. Oversee the development and implementation of a budgeting process for the university. Work with the establishment of Memorandums of Understanding (MOU’s), Cooperative Endeavor Agreements, and other partnership agreements including, but not limited to those associated with emergency needs, as well as other educational institutions and state agencies.

Remain current on issues at both a state and federal level, monitor impact on the institution and provide information to the President and others as appropriate. Responsible for providing reports and other information as needed to enable informed decisions.

Specific Accomplishments:

- Assigned an A3 rating with a stable outlook from Moody’s Investor Services
- Worked with units within the division to reorganize areas resulting in reduced costs and increased efficiencies
- Worked with the Provost and other staff to establish a cost/revenue model for academic units

Southeastern Louisiana University, Hammond, Louisiana
Assistant Vice President for Operations, January 2008 – April 2012

Responsible for oversight of the Budget Office, University Center, Safety and Hazardous Waste Management, and all Auxiliary Operations to include University Housing, Textbook Rental, Campus Card Operations, University Mail Center, and other contracted services. Contracted services include Food Services, Retail Bookstore, ATM Banking Services and the
Domiano, Jr., Sam B.
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Copy Center. Serve as point of contact for all Administration and Finance department heads in the absence of the Vice President for Administration and Finance.

Responsible for advising the Vice President for Administration and Finance, senior administrators, and the Board of Supervisors on issues within the areas of responsibility by presenting reports, recommendations, findings, and other information as required. Work to ensure compliance with laws, regulations, and standards applicable to departmental activities and maintaining such compliance as a top priority among all departments. Ensure sound fiscal management throughout the budgeting process, including monitoring and reporting at all levels both internally and externally.

Work with the Vice President for Administration and Finance in the development of Third Party Projects, including writing business plans and requests for proposals (RFPs), developing presentations and working with various other groups to ensure a successful implementation. Remain current on issues at both a state and federal level, monitor impact on the institution and provide information to the administration and others as appropriate.

Specific Accomplishments:

- Worked with the Vice President for Administration and Finance in a $32 million dollar Third Party Project consisting of an expansion and renovation to the War Memorial Student Union
- Worked with the Director of Auxiliary Services in negotiating a 15 year food service lease with an estimated overall financial impact of more than $33 million dollars over the term of the lease
- Worked with units to improve efficiencies and improve services to students through automated systems including, but not limited to, converting the housing application process to a completely on-line process

Southeastern Louisiana University, Hammond, Louisiana
Director of New Student Enrollment and Student Aid, March 2001 – January 2008

Responsible for all aspects of admissions, recruitment, orientation and financial aid. Oversaw staff consisting of 44 full-time staff and more than 50 student assistants. Responsible for the development and implementation of a comprehensive marketing and recruitment plan. Worked to ensure effective and efficient processes through the utilization of the university database system (PeopleSoft) with an emphasis on quality service. Responsible for the planning, development, and management of a departmental budget in excess of $2.1 million dollars. Responsible for the administration of more than $80 million dollars in federal, state, and institutional student aid programs.

Ensured compliance with state and federal laws associated with the administration of financial aid including, but not limited to, all Title IV programs. Worked with federal, state, legislative, and internal auditors in program audits and reviews. Worked with staff to develop and maintain updated policy and procedure manuals for all areas. Worked with community college representatives to establish partnerships promoting seamless enrollment opportunities for students.

Specific Accomplishments:

- Worked with Noel-Levitz and the university community in the development of a university-wide recruitment plan yielding the following results:
  - Achieved largest freshmen class in university's history
  - Increased average ACT from 19.6 to 21.1
  - Increased number of students with an ACT of 24 or higher by 77%
- Adopted a new scholarship awarding philosophy to better utilize funding by reducing the stacking of awards with a focus on meeting the needs of the students and university
- Increased applications by more than 30%
- Increased enrollment in Southeastern Scholar Program by 270% in the first year
• 2006 Student Financial Aid Compliance Review conducted by the Louisiana Office of Student Financial Assistance was closed with no findings or recommendations
• Implemented database functionalities that allowed for a greater ability to track, grade, and qualify students at all levels including prospects, inquiries, applicants, admits and enrolled
• Chosen to represent Southeastern in a parish-wide leadership program
• Created and implemented a targeted marketing plan for the implementation of new admissions criteria

**Southeastern Louisiana University, Hammond, Louisiana**
*Associate Director of Auxiliary Services, July 2000 – March 2001*

Worked with all areas of Auxiliary Services including self-operated and contracted services to promote sound fiscal management, as well as quality, efficiency, and productivity across units. Oversaw the operations of the Textbook Rental System, and Southeastern Oaks and The Village Residential Communities. Supervised professional and support staff. Responsible for the development and management of auxiliary budgets.

**Specific Accomplishments:**

• Worked with Assistant Vice President in the management of a Third Party Construction Project
• Coordinated the opening of The Village Residential Community
• Spearheaded an Effectiveness Committee charged with analyzing staff utilization throughout the division and making recommendations for improvement

**Southeastern Louisiana University, Hammond, Louisiana**
*Director of Career Development Services, January 1999 – July 2000*

Worked to ensure a range of quality career development and placement services. Marketed placement services to business and university communities by developing and maintaining effective relationships with employers, students, alumni, faculty, and administrators. Supervised the implementation of a technology-based placement services system. Instituted a comprehensive, ongoing assessment program to determine effectiveness of services, and supervised career services professional and support staff.

**Specific Accomplishments:**

• Named Outstanding Staff Member, Division of Student Affairs, 1999
• Developed a strategic plan for the department
• Coordinated the largest career fair in the history of the university
• Increased employer participation in career fair by 91%
• Increased student participation in career fair by 86%
• Increased the number of students utilizing services by 110%
• Implemented “Career Connections Student Conference”
• Implemented job shadowing program for high school students

**Southeastern Louisiana University, Hammond, Louisiana**
*Director of the War Memorial Student Union, April 1997 - January 1999*

Worked to maintain the establishment of the War Memorial Student Union as the hearthstone of the university. Directed a multi-million dollar facility towards becoming a self-sustained auxiliary service. Areas of responsibility that included contracted services were as follows: snack vending, mail management services, ATMs, game room amusement, campus-wide copiers, and campus copy center. Other areas of responsibility included union operations, postal services, game room, university debit card program, and ID services. Responsible for the development and management of auxiliary budgets. Administered personnel in the management and maximization of services and the performance of their responsibilities.
through the establishment of appropriate policies, procedures and standards. Instituted customer service standards through the implementation of customer service training and development.

Specific Accomplishments:

- Spearheaded the coordination and adoption of a one-card system for the campus
- Wrote RFP and coordinated facility upgrades to outsource the university duplicating services
- Wrote RFP for outsourcing of document reproduction systems for the campus
- Coordinated efforts in the planning and implementation of Union renovations
- Studied postal operations and implemented changes to increase effectiveness of the operation, including outsourcing mail processing to decrease costs

Southeastern Louisiana University, Hammond, Louisiana
Area Coordinator, Residential Life, August 1995 - April 1997

Supervised the operation of the family housing complex and residence halls. Jointly responsible for the selection, training, and supervision of 45 resident assistant staff members. Directly supervised a support staff comprised of both resident assistants and graduate assistants. Supervised the coordination of programming efforts for residential areas. Coordinated joint activities with other departments on campus. Produced a bi-weekly and annual newsletter distributed to all resident students and the campus community. Responsible for the creation, distribution and analysis of assessment techniques conducted each semester. Assisted in the coordination of summer camp programs and conference housing.

Southeastern Louisiana University, Hammond, Louisiana
Graduate Assistant, War Memorial Student Union, July 1993 - May 1995

Worked directly with the Dean of Students to research, establish and institute facility upgrades to the War Memorial Student Union in the absence of a director. Responsible for the coordination and evaluation of facility projects. Supervised student employees. Provided coordination for campus activities such as Union Day and Welcome Week. Updated policy and procedure manual. Produced numerous brochures and advertisements in the promotion of the union.

Marco Polo Imports, Inc., Independence, Louisiana
District Sales Manager, October 1991 - July 1993

Established retail outlets known as Home Mart. Responsible for the planning, organization, evaluation and control of retail stores. Trained and developed managers and associates. Duties included sales analysis, cost control, and inventory control. Coordinated and designed all store advertisements. Created and wrote a bi-weekly newsletter. Served as consultant while pursuing graduate degree.

PROFESSIONAL AFFILIATIONS (Current)

- National Association of College Auxiliary Services (NACAS)
- National Association of College Auxiliary Services – South Region (NACAS South)
- National Association of College and University Business Officers (NACUBO)
- SACUBO College Business Management Institute (Year 1)
- Southern Association of College and University Business Officers (SACUBO)

PROFESSIONAL AFFILIATIONS (Previous)

- American Association of Collegiate Registrars and Admissions Officers (AACRAO)
- Louisiana Association of Collegiate Registrars and Admissions Officers (LACRAO)
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- Louisiana Association of Colleges and Employers (LACE)
- Louisiana Association of College and University Student Personnel Administrators (LACUSPA), Member Representative, Fall 1997-1998
- Louisiana Association of Housing Officers (LAHO), State Editor, Fall 1995 – Spring 1997; Resident Assistant Conference - Awards Committee Chair, Spring 1997; Officer Nomination Committee Member, Fall 1996
- Louisiana Association of Student Financial Aid Administrators (LASFAA)
- National Association of Colleges and Employers (NACE)
- National Association of Student Financial Aid Administrators (NASFAA)
- Southern Association of Collegiate Registrars and Admissions Officers (SACRAO)
- Southeastern Association of Colleges and Employers (SACE)
- Southeast Association of Housing Officers (SEAHO)
- Southwest Association of Student Financial Aid Administrators (SWASFAA)

COUNCILS, ADVISORIES AND COMMITTEES (Current)

- Emergency Preparedness Committee, Chair
- President’s Staff/Executive Council
- Louisiana Children’s Discovery Center, Board of Directors – Secretary
- SACS Leadership Team
- University Master Plan Committee
- University Planning Council

COUNCILS, ADVISORIES AND COMMITTEES (Previous)

- Athletic Director Search Committee, Chair 2013
- Commencement Committee
- Environmental Scanning Committee
- Homecoming Committee
- Information Technology Subcommittee
- LEAD Administrative Team
- Leadership Tangipahoa, Board of Directors
- PeopleSoft Student Administration Team
- Pride Day Committee
- Rock ‘N Roar Committee, Chair 2001
- University Calendar Committee, Chair 2010-2013
- University Recruitment and Retention Committee
- University Support Services Assessment Committee
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

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.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Karen Fontenot as Dean of the College of Arts, Humanities, and Social Sciences effective June 9, 2014, at an annual salary of $141,000. 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 Southeastern Louisiana University’s request to appoint Dr. Karen Fontenot as Dean of the College of Arts, Humanities, and Social Sciences effective June 9, 2014.
June 5, 2014

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

Dear Dr. Woodley:

Southeastern conducted a national search to fill the position of Dean of Arts, Humanities, and Social Sciences. A broad-based search committee evaluated applicants for the position consistent with System policy. The Search Committee included the interim assistant dean, department heads, faculty, and students from the College of Arts, Humanities, and Social Sciences, and was chaired by the Dean of the College of Science and Technology. The Committee received 20 applications for the position: 18 applicants met the minimum requirements for the position, 4 applicants were interviewed via telephone, and 1 applicant was interviewed on campus. Please find enclosed a summary of the Search Committee meeting minutes, a copy of the memo from the Search Committee to the Provost concerning the Committee’s recommendation, and a copy of the position advertisement published in the Chronicle of Higher Education and Diverse: Issues in Higher Education.

Southeastern is pleased to request permission from the University of Louisiana System Board of Supervisors to employ Dr. Karen Fontenot as Dean of the College of Arts, Humanities, and Social Sciences at an annual salary of $141,000, effective June 9, 2014. Dr. Fontenot holds a Ph.D. in Communication Theory from Louisiana State University. Dr. Fontenot began working as an instructor at Southeastern in 1992. She was appointed to a tenure track position in 1993 and rose through the professorial ranks, becoming a full professor in Fall 2005. From 1999 – 2009, Dr. Fontenot served as head of the Department of Communication, and from 2009 to the present she has served as interim dean of the College of Arts, Humanities, and Social Sciences. In each of these roles, Dr. Fontenot has garnered the respect of her peers, supervisors, and supervisees. Dr. Fontenot has developed a significant body of scholarly work including journal articles, book reviews, and presentations, many of which have been disseminated in international venues. Dr. Fontenot is a proven and effective administrator. She works well within and across her college, and has the respect of those who have worked with her.
Dr. Sandra Woodley  
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Dr. Fontenot’s impressive academic and administrative record and her demonstrated leadership skills convince us she will continue to be a strong advocate for the College and University.

Please include this request to the agenda for the June 2014 meeting of the Board of Supervisors.

Sincerely,

[Signature]

John L. Crain  
President

Attachments
Curriculum Vitae

Karen Anding Fontenot

EDUCATION

Ph.D. - 1993 Louisiana State University, Baton Rouge
Major: Communication Theory; Minor: Management

Research interests: intercultural communication, organizational communication, interpersonal communication, and mass communication.

M.J. - 1978 Louisiana State University, Baton Rouge
Major: Journalism

B.A. – 1975 Louisiana State University, Baton Rouge
Major: Journalism

PUBLICATIONS


PRESENTATIONS


**EXTERNAL GRANTS**

Principal investigator/administrator, "Integrating New Technology Into the Communication Curriculum", Louisiana Board of Regents Support Fund, May 2000. Grant total = $ 102,005.


**PROFESSIONAL SERVICE**


Moderator, 23rd Annual Southeast Colloquium of the Association for Education in Journalism and Mass Communication, 1999.


Chair and discussant of the 66th annual Southern States Communication Association Undergraduate Honors Conference, Memphis, TN, March 1996.

Discussant and reviewer, annual Southwestern Social Sciences Association Convention, San Antonio, 1994.

WORK EXPERIENCE

July 1, 2009-present. Interim Dean, College of Arts, Humanities and Social Sciences, Southeastern Louisiana University, Hammond, LA. Serve as chief administrative officer of College of Arts, Humanities and Social Sciences.

September 1999-July 2009. Department Head, Department of Communication, Southeastern Louisiana University, Hammond, LA.

April 2007-March 2008. Interim director of Center for Student Excellence, Southeastern Louisiana University, Hammond, LA. Served in this role concurrently with serving as department head.

Fall 2005-present. Professor with Tenure, Southeastern Louisiana University

Fall 1999-Summer 2005. Associate Professor with Tenure, Southeastern Louisiana University.

Fall 1993-Summer 1999. Assistant Professor, Southeastern Louisiana University.

Fall 1992-Summer 1993. Instructor, Southeastern Louisiana University.

May 1992-August 1992: Instructor, College of Continuing Education, Louisiana State University, Baton Rouge, LA.

August, 1988-August 1992: Teaching Assistant, Department of Speech Communication, Louisiana State University, Baton Rouge, LA. Courses taught include public speaking, business and professional communication, and interpersonal communication.

August 1986-June 1988: Research Associate III, LSU College of Business Administration. Responsible for public relations for College and all publications Coordinated fund-raising activities for the College, during which time we raised over eight million dollars.
May 1985-August 1986: Editor, The Louisiana Business Review, a monthly magazine providing economic data and forecasts for the state of Louisiana, and Louisiana Economic Outlook, an annual publication providing more comprehensive forecasts and projections about the economy in Louisiana and in the United States.

August 1981-May 1985: Instructor, Department of Management, LSU College of Business Administration. Taught business communications and introduction to management. Also taught a short course, "Effective Communication" to law enforcement personnel through the LSU Division of Continuing Education.


May 1979-January 1981: Program Planner and Grants Writer, Evangeline Community Action Agency, Ville Platte, LA. Responsible for formulating, writing, implementing, and evaluating programs designed to assist the underprivileged in Louisiana. Appointed to the Technical Review Committee of the Acadiana Regional Clearinghouse, where I evaluated all publicly-funded programs in the area.

August 1978-May 1979: English teacher, Sacred Heart Academy, Ville Platte, LA. Taught 9th and 11th grade grammar and composition, and was the student newspaper faculty adviser.

December 1975-May 1977: Graduate Assistant, LSU School of Journalism.

August 1975-August 1977: Teaching Assistant, LSU English Language and Orientation Program. Taught conversational English to foreign students enrolled in the ELOP.

May 1975-January 1976: Editor, Louisiana Board of Regents. Edited reports, articles and other publications put out by the Board of Regents.

COURSES TAUGHT

Business and Professional Communication
Communicology (undergraduate and graduate level)
Conversational English as a Second Language
Effective Communication for Law Enforcement
Family Communication
Gender Communication (undergraduate and graduate level)
Intercultural Communication (undergraduate and graduate level)
International Media  
Interpersonal Communication  
Introduction to Management  
Nonverbal Communication  
Organizational Communication (undergraduate and graduate level)  
Persuasion (undergraduate and graduate level)  
Public Speaking  
Written Communication for Managers  

SELECTED UNIVERSITY LEVEL COMMITTEE WORK  

Chair, Dean of Nursing and Health Sciences Search Committee  
Dean’s Council  
Academic Affairs Council  
University Curriculum Council  
University Planning Council  
University Academic Assessment  
Instructional Technology Committee  
President’s Awards for University Selection Committee  
SACS QEP Organizational Team  
University Integrated Marketing Committee  
Tenure, Promotion and Annual Evaluation Alignment Committee  
University China Initiative Proposal Committee  
Textbook Rental RFP Review Committee  
University Cultural Diversity Task Force  
Technology Advisory Committee  
Women’s History Month Committee 2006-2009  
University Investment Committee  
University Lab Fee Committee  
Council of Department Heads  
Faculty Senate  

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS  

International Communication Association (international)  
International Studies Association (international)  
International Intercultural Association (international)  
National Communication Association (national)  
National Association for Bilingual Education  
Association for Business Communication (national)  
Popular Culture Association (international)  
Association for Education in Journalism and Mass Communication  
Broadcast Education Association (national)  
Southwestern Social Science Association (regional)  
Southern Speech Communication Association (regional)  
Association of Louisiana Media Educators (state)
HONORS AND AWARDS

Selected for membership in Phi Kappa Phi.

Appointed Vice President of the Board of Directors, Pelican Educational Foundation, 2005-present.


PROFESSIONAL DEVELOPMENT

Noel-Levitz Retention Workshop, Houston, Texas, 2011

National Center for Academic Transformation Course Redesign, Orlando, Florida, 2010


Participant, Integrating Writing Across the Curriculum Workshop, Southeastern Louisiana University, June 1996.


Summer Research Associate, Summer Research Laboratory, Russian and East European Center, University of Illinois at Urbana-Champaign, 1982, 1985.

Research Associate, 1990 Summer Research Laboratory, Russian and East European Center, University of Illinois. Participated in seminar, "Russian Women Entrepreneurs and Different Communication Styles".
Item H.18. Southeastern Louisiana University’s request for approval of a contract amendment with Mr. James Riser, Head Men’s Baseball Coach, effective January 1, 2014.

EXECUTIVE SUMMARY

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract amendment with Mr. James Riser, Head Men’s Baseball Coach, effective January 1, 2014.
June 5, 2014

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

Re: Contracts for Athletics Head Coaches

Dear Dr. Woodley:

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

- James Riser – Head Baseball Coach – Amendment to Contract
- Yolanda Moore – Head Women’s Basketball Coach
- Jay Ladner – Head Men’s Basketball Coach

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain  
President

Attachments
AMENDMENT TO
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

This is an amendment to the agreement made between Southeastern Louisiana University through its President, Dr. John Crain and James Riser (hereinafter referred to as ‘COACH’) that was approved by the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University on March 28, 2014.

This amendment is to add the following to the existing agreement:

7.3 Courtesy/Leased Vehicle Benefit

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

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

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

(c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).
Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of ____________________, 20__. 

______________________________________________
SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item 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.

**EXECUTIVE SUMMARY**

Under the proposed two-year agreement, effective through April 30, 2016, Coach’s annual salary is $90,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of $90,000 if during first contract year and $70,000 if during second contract year.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Ms. Yolanda Moore, Head Women’s Basketball Coach, effective May 1, 2014.
June 5, 2014

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

Re: Contracts for Athletics Head Coaches

Dear Dr. Woodley:

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

- James Riser – Head Baseball Coach – Amendment to Contract
- Yolanda Moore – Head Women’s Basketball Coach
- Jay Ladner – Head Men’s Basketball Coach

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

1.1 Southeastern Louisiana University (the “University”) does hereby employ COACH as head Women’s Basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women’s Basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletic Director.

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

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

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

[Signatures]

Coach Initial: [Signature]
Admin Initial: [Signature]
1.5 COACH shall inform the Director of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of May, 2014 and terminating without further notice to COACH on the 30th day of April, 2016 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, Southeastern Louisiana University shall pay COACH a base annual salary of $90,000 for the term of this agreement on a bi-weekly basis.

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $10,000 for winning the NCAA National Championship
D. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
E. $250.00- NCAA All American Athlete with GPA over 3.0
F. $100.00-NCAA All American Athlete with GPA 2.0-2.9
G. $250.00 Team average APR above 965

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a television and/or Radio Show to promote the Southeastern Louisiana University Women’s Basketball Team.
5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, 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.

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

(f) The Director of 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.

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

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.
6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

7.2 For each Women’s Basketball season, COACH shall be entitled to a total of ten (10) tickets per home Women’s Basketball game and two (2) tickets to all other regular season home athletic competitions.

7.3 COACH may receive up to $1,000 for reimbursement of moving expenses to be paid by LAA.

7.4 Courtesy/Leased Vehicle Benefit

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

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

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

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

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff.
(NCAA Bylaw 11.1.21.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified Women’s Basketball personnel upon authorization by the Director and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the University terminates the Contract, without cause, COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. Payments to the coach will be
made as follows:

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

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

12.2 In the event COACH terminates the contract, COACH will owe the University the following:

- Termination during first contract year: $90,000
- Termination during second contract year: $70,000

Payment shall be due one hundred twenty (120) days following notice of termination.

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

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

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

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

(d) Substantial and manifest incompetence
(e) Violation or gross disregard of state or federal laws

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

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

(h) Unethical conduct pursuant to NCAA 10.1

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

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

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

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

13.0 Fundraising

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

14.0 Force Majeure

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

15.0 Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ________________, 20__.

SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

AGREEMENT
HEAD WOMEN’S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Yolanda Moore the University Head WOMEN’S BASKETBALL Coach.

1.

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

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN’S BASKETBALL Coach in the amount as per paragraph 3.2 and 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

13

Coach Initial: [Signature]
Admin Initial: [Signature]
Entered into this ______ day of __________________, 20____.

Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETIC DIRECTOR

Yolanda Moore
HEAD WOMEN’S BASKETBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

5.12.2014

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

meeting on the ______ day of __________________, 20____.

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

14 Coach Initial: Admin Initial:
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.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through April 30, 2017, Coach’s annual salary is $100,575. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA.

In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of $100,575 if during first contract year; $80,000 if during second contract year; and $60,000 if during third contract year.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Jay Ladner, Head Men’s Basketball Coach, effective May 1, 2014.
June 5, 2014

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

Re: Contracts for Athletics Head Coaches

Dear Dr. Woodley:

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

- James Riser – Head Baseball Coach – Amendment to Contract
- Yolanda Moore – Head Women’s Basketball Coach
- Jay Ladner – Head Men’s Basketball Coach

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD MEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

1.1 Southeastern Louisiana University (the “University”) does hereby employ COACH as head Men’s Basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men’s Basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its’ President and Athletic Director.

1.2 COACH shall be responsible, and shall report, directly to the University’s Athletic 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 University’s President.

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of May, 2014 and terminating without further notice to COACH on the 30th day of April, 2017 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, Southeastern Louisiana University shall pay COACH a base annual salary of $100,575 for the term of this agreement on a bi-weekly basis.

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year

B. $150.00- Conference CO- Coach of the Year

C. $10,000 for winning the NCAA National Championship

D. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship

E. $250.00- NCAA All American Athlete with GPA over 3.0

F. $100.00-NCAA All American Athlete with GPA 2.0-2.9

G. $250.00 Team average APR above 965

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a television and/or Radio Show to promote the Southeastern Louisiana University Men’s Basketball Team.
5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television 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 broadcast activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

(f) The Director of 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.

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

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.
6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

7.2 For each Men’s Basketball season, COACH shall be entitled to a total of ten (10) tickets per home Men’s Basketball game and two (2) tickets to all other regular season home athletic competitions.

7.3 Courtesy/Leased Vehicle Benefit

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

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

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

(c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).
8.0 Outside Income—Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of Men’s Basketball camps and/or Men’s 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.

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH’s staff.
(NCAA Bylaw 11.1.21.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified Men’s Basketball personnel upon authorization by the Director and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

12.0 Termination

12.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the University terminates the Contract, without cause, COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. Payments to the coach will be
made as follows:

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

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

12.2 In the event COACH terminates the contract, COACH will owe the University the following:

- Termination during first contract year: $100,575
- Termination during second contract year: $80,000
- Termination during third contract year: $60,000

Payment shall be due one hundred twenty (120) days following notice of termination.

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

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

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

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

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

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

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

(h) Unethical conduct pursuant to NCAA 10.1

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

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

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

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

13.0 Fundraising

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

14.0 Force Majeure

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

15.0 Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ________________, 20__.

SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BETWEEN:

Southeastern Louisiana University AND

Lion Athletics Association AND

Men’s Basketball, Head Coach

AGREEMENT
HEAD MEN’S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jay Ladner the University Head MEN’S BASKETBALL Coach.

1.

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

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head MEN’S BASKETBALL Coach in the amount as per paragraph 3.2 and 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head MEN’S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _____ day of ______________, 20__

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

ATHLETIC DIRECTOR

HEAD MEN'S BASKETBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

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

EXECUTIVE SUMMARY

The University requests approval to appoint Ms. Patricia Cottonham as Vice President for Student Affairs effective June 1, 2014, at an annual salary of $150,000. The staff recommends approval.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request to appoint Ms. Patricia F. Cottonham as Vice President for Student Affairs effective June 1, 2014.
June 5, 2014

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

Dear Dr. Woodley:

Upon the recommendation of the QSN Committee for the Vice President for Student Affairs, I request that Ms. Patricia F. Cottonham be named Vice President for Student Affairs at an annual salary of $150,000, effective June 1, 2014.

Ms. Cottonham holds a Master of Science in Rehabilitation Counseling Education from the University of Louisiana at Lafayette. Her résumé is attached.

Please submit this request to the Board of Supervisors for the University of Louisiana System at its June 2014 meeting. Thank you for your consideration.

Sincerely,

E. Joseph Savoie  
President

Attachments
Patricia Frilot Cottonham  
205 Sandalwood Drive  
Lafayette, LA 70507

patcottonham@louisiana.edu

EDUCATION
University of Louisiana at Lafayette  
Ed.D. Higher Education Leadership, expected completion December 2015

University of Southwestern Louisiana  
M.S. Rehabilitation Counseling Education, May 1998

University of Southwestern Louisiana  
B.A. Speech Pathology and Audiology, May 1979

EXPERIENCE
2009-present  
Interim Vice President for Student Affairs (2012-present) and Interim Dean of Students (2009-present) – University of Louisiana at Lafayette

As Interim Dean of Students, I serve as direct supervisor to the following Student Affairs Departments: Recreational Sports, Child Development Center, Counseling & Testing, Student Health Services, Greek Affairs, Office of International Affairs, and Disability Services. As Interim Vice President for Student Affairs, I serve as direct supervisor to the above listed departments plus Student Engagement & Leadership, Student Life & Conduct, Student Union, University Housing, University Police, Career Services, Career Counseling, and Student Publications. I am responsible for creating and maintaining a safe, healthy and supportive environment that promotes intellectual, physical, social, emotional and spiritual growth for all students.

- Provide leadership in and responsible for the development, implementation and evaluation of policies and regulations pertaining to student life, including engagement and leadership, student conduct, residence halls and campus safety and wellness
- Develop and coordinate policies and procedures relative to student activities and programming
- Plan and conduct bimonthly meetings with Student Affairs department heads
- Plan and conduct bimonthly meetings with University Police, Student Life & Conduct, Counseling & Testing, Student Engagement & Leadership, and University Housing to discuss and follow-up on judicial matters
- Serve on the President’s University Council
- Collaborate with Academic Affairs and Enrollment Services to promote and improve recruitment, enrollment, retention and graduation rates
• Provide leadership to departments in creating an environment to support the University's strategic plan and to fulfill the mission of the University
• Serve as the Student Affairs SACS team leader. Work closely with University committees and administrators to ensure departments are continuously assessing services and goals
• Serve on the University's Threat Assessment Team
• Serve as an investigator for Title IX
• Provide Title IX training to the campus community
• Represent Student Affairs at student, parent and faculty orientations to discuss resources available to enhance student success
• Work collaboratively with faculty and staff to educate on classroom policies, maintaining a safe campus, identifying individuals in distress and other topics related to student welfare
• Meet with students, faculty, parents and community on a regular basis

ACCOMPLISHMENTS:

➢ Opened two new residence halls (900 beds) leading to increased numbers of on-campus residents providing a modern and conducive living and learning environment
➢ Merged the Student Health Center and the Counseling & Testing Center into the “University Wellness Center”, a renovated building serving our on and off campus students with “one stop” service
➢ Moved the departments of University Housing and Student Life and Conduct into a newly renovated building housed in the center of our residence hall community allowing easy access for our students
➢ Created the Office of Student Engagement & Leadership to more align our area to all student organizations
➢ Oversight of the new Student Union project building to be opened in December 2014, revitalizing student life and programming
➢ Attained a National Four Star rating for the SGA Child Development Center, the highest ranking possible
➢ Seeking national certifications for our University Police Department and our Counseling Center
➢ Engaged Student Government in the passage of the Masterplan Advancement Program (MAP); a student assessed fee to support the University’s future growth and the University’s Masterplan
➢ Developed the City and University Safety Program (CUSP) to provide off campus students with safety education and support. The program is a partnership between University Police and the City Police, sponsored by the Student Government Association
➢ Developed an annual Student Affairs Staff Development Program bringing in recognized speakers to educate, inform, and motivate Student Affairs staff members

1998-2009  

Associate Dean of Students / Director of Greek Affairs – University of Louisiana at Lafayette

Assisted with the supervision of the 14 departments that reported to the Dean of Students. Direct supervision of 20 nationally recognized Greek letter organizations and 150 student organizations.

• Assisted with the implementation of the University Sexual Harassment and Workplace Violence policies
• Served as Chief Judicial Officer for the University
• Developed and presented parent orientation programs
• Met with students, faculty, parents and community on a regular basis
• Taught the Greek Leadership class
• Member of the 24 Hour Dean on Call Program

ACCOMPLISHMENTS:
➢ Organized and conducted the National Franklin Square Greek Assessment with University students and community stakeholders to successful completion
➢ Developed the Parent Orientation Guide used by parents at orientation
➢ Built successful partnerships with banks and financial institutions to provide sponsorships for our parent orientation
➢ Developed an assessment tool for parent orientation
➢ Implemented presidents and advisors informational meetings

1994-1998  Director, Office of Student Financial Aid – University of Southwestern Louisiana
• Responsible for the overall administration of state and federal financial aid programs with annual totals of approximately $50 million
• Implemented state and federal regulations and monitored for compliance
• Compiled data for fiscal and statistical reports
• Supervised fifteen professional and support staff personnel
• Planned and conducted regular meetings, workshops and staff evaluations
• Awarded and packaged financial aid on the Student Aid Management computer system
• Counseled students and parents
• Planned and presented financial aid workshops
• Worked cooperatively with departments in the Enrollment Management and Student Affairs areas
• State and regional trainer of federal aid programs

ACCOMPLISHMENTS:
➢ Wrote a policies and procedures manual addressing issues relative to financial aid application, processing, disbursement, eligibility, refund and repayment
➢ Increased the number of financial aid awards, redefined responsibilities and initiated on-line services
➢ Initiated the Counselor on Duty program where staff members worked in a rotation to answer all calls coming into office to insure accurate information was being delivered
➢ Served as President of the Louisiana Association of Student Financial Aid Administrators
➢ Served as President of the Southwest Association of Student Financial Aid Administrators

1989-1993  Assistant Director, Office of Student Financial Aid – University of Southwestern Louisiana
• Assisted the Director with the overall administration of state and federal funds
• Compiled data for fiscal and statistical reports
• Prepared cost of attendance budgets for the Pell Grant, SEOG Grant, Campus Work-Study and Perkins Loan programs
• Counseled students and parents
• Awarded and packaged financial aid on the Student Aid Management computer system
• Presented Financial Aid workshops on and off campus
• State and regional trainer of federal aid program

ACCOMPLISHMENTS:
➢ Designed the Information Data Form to include more educational and timely information about the federal aid programs and maintaining academic eligibility
➢ Worked collaboratively with the Louisiana Office of Student Financial Assistance to film a commercial shown across the state
➢ Served as the Vice President of the Louisiana Association of Student Financial Aid Administrators

1984-1989  Counselor, Office of Student Financial Aid – University of Southwestern Louisiana
• Awarded and packaged student financial aid
• Counseled students and families

ACCOMPLISHMENTS:
➢ Served as site chairperson for the Louisiana Association of Student Financial Administrators Conference
➢ Presented a workshop at the Louisiana Association of Student Financial Administrators Conference

1979-1984  Speech and Language Therapist – St. Landry Parish Head Start Program
• Provided speech, language and hearing testing to 1200 preschool age children
• Provided speech, language and hearing therapy to 200 preschool age children
• Collaborated the St. Landry Parish School System

ACCOMPLISHMENTS:
➢ Wrote the Policy and Procedure Manual for delivery of special services
➢ Served on national task force to discuss Head Start funding and programs

UNIVERSITY SERVICE
• University Council Member
• Advisor to Student Government Association
• Mentor, Office of Campus Diversity Mentoring Program, 2006-2010
• FBI Citizens Academy, 2011
• Women’s Basketball Mentor, 2013
• UL Lafayette Women’s Conference Co-Chair
• Black Faculty and Staff Association
  o President-Elect, Scholarship Chairperson
• Christiana Smith Alumni Association
  o Vice President
• Currently serving on the following University Committees: Fraternities/Sororities, Religious Activities, Student Health, SGA Child Development Center Advisory Board, University Emergency Response & Preparedness, University Ring, Diversity and Retention
• Served on the following University Committees: Fee Appeals, Financial Aid, Food Service, Student Discipline and Black History Month
• Served on numerous Search Committees including: Director of Financial Aid (Chair, 1998), Director of the Counseling and Testing Center (Chair, 2000), Director of International Affairs (Chair, 2004), Director of SGA Child Development Center (Chair, 2009), Vice President for Administration & Finance (Chair, 2009), Provost & Vice President for Academic Affairs (Member, 2012-2013)
• Represent the University at the local and state levels
• Serve as speaker/panelist for campus and community organizations on various university topics including College Success, Value of a College Education, Financial Aid, Campus Life, Greek Life, Diversity

PROFESSIONAL ORGANIZATIONS
• Association of Fraternity Advisors
• Association of Student Conduct Administrators
• Louisiana Association of College and University Student Personnel Administrators
  o Site Conference Chair 2011
  o Presenter 2009, 2011
• National Association of Student Personnel Administrators
• Louisiana Association of Student Financial Aid Administrators, 1984-1998
  o Vice President
  o President
• Phi Kappa Phi Honor Society
  o President Elect

COMMUNITY AFFILIATIONS
• Lafayette General Medical Center
  o Board Member
• Crouch Foundation
  o President
• Festival International de Louisiane, Search Committee Executive Director, 2013
• Selection Committee, Lafayette Education Foundation, 2012
• Lafayette Education Foundation, Board Member, 2002-2006
• UL Federal Credit Union, Board Member, 2000-2006
• Girls Scouts of American, Accreditation, Community Representative, 2002
• Alpha Kappa Alpha Sorority, Inc.
RECOGNITION AND AWARDS

- Phi Kappa Phi Honor Society, 1997
- Alpha Kappa Alpha Sorority Woman of the Year 1988, 1995, 2002
- Outstanding Community Service Award from National Pan-Hellenic Council, 1994
- Lafayette Mayors Commission on the Needs of Women Award Nominee, 1998
- Black Faculty & Staff Association Distinguished Administrator Award, 2008
- Community Service Award from Immaculate Heart of Mary School, 2011
- Women's Conference Trailblazer Award, 2012
- Christiana Smith Alumni Chapter Outstanding Alumni Award, 2013
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

June 27, 2014

Item H.22. University of Louisiana at Lafayette’s request for approval of contractual amendments with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2014.

EXECUTIVE SUMMARY

These amendments only change certain sections of Coach’s current contract, and are for the six-year period from January 1, 2014 through December 31, 2019. The University of Louisiana at Lafayette Foundation shall pay Coach $775,000 beginning January 1, 2014, for his role in the promotion and production of the University football program through radio and television programs. Beginning January 1, 2015, this amount will increase by $50,000 each contract year. In addition, the University was required to deposit $50,000 to an interest-bearing annuity on Coach’s behalf at the end of each year of the contract term with funds from the Foundation. Beginning January 1, 2014, this amount will increase by $50,000 following each season that the football team wins eight or more games (including any post-season wins).

If the University terminates this agreement without just cause prior to the expiration of its term, liquidated damages are as follows for each contract year:

- Termination prior to December 31, 2014; University shall pay remaining base salary and premium benefit due in that year plus $3,000,000.
- Termination prior to December 31, 2015; University shall pay remaining base salary and premium benefit due in that year plus $2,500,000.
- Termination prior to December 31, 2016; University shall pay remaining base salary and premium benefit due in that year plus $2,000,000.
- Termination prior to December 31, 2017; University shall pay remaining base salary and premium benefit due in that year plus $1,500,000.
- Termination prior to December 31, 2018; University shall pay remaining base salary and premium benefit due in that year plus $1,000,000.
- Termination prior to December 31, 2019; University shall pay remaining base salary and premium benefit due in that year.
- Liquidated damages for any amounts due for the year which comes due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the University of Louisiana at Lafayette Foundation.
Executive Summary
June 27, 2014
Page 2

If the Coach terminates the contract prior to the expiration of its term, Coach shall be liable to the University for liquidated damages as follows for each contract year:

- Termination prior to December 31, 2014; Coach shall pay University $1,250,000.
- Termination prior to December 31, 2015; Coach shall pay University $1,000,000.
- Termination prior to December 31, 2016; Coach shall pay University $750,000.
- Termination prior to December 31, 2017; Coach shall pay University $500,000.
- Termination prior to December 31, 2018; Coach shall pay University $250,000.
- Termination prior to December 31, 2019; Coach shall not be liable to the University.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of contractual amendments with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2014.
June 5, 2014

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

Dear Dr. Woodley:

This is to request approval of Head Football Coach Mark Hudspeth’s amended contract agreement. Additionally, the UL Lafayette Foundation document which accompanies the amended agreement is being submitted for approval.

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

Sincerely,

E. Joseph Savoie  
President

svc

Attachments
AMENDMENT 1
TO
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AMENDMENT ("Amendment") is made and entered into this 16th day of May, 2014, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie, the duly authorized University President, and Mark Hudspeth ("Coach").

WITNESSETH:

WHEREAS, University and Coach entered into a certain Contract of Employment dated January 2012 and signed April 13, 2012 ("Agreement"), and

WHEREAS, the parties now desire to amend the Agreement as stated herein pursuant to Section 19 AMENDMENT/EXTENSION of the Agreement.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree to amend the Agreement as follows. The Agreement as modified by this amendment shall be referred to herein as the "Amended Agreement."

1. Section 3. TERM, is deleted in its entirety and replaced with the following:

   The term of this Amended Agreement is seventy-two (72) months, commencing January 1, 2014, and ending December 31, 2019 ("Term").

2. Section 6. CONTINGENT PREMIUM BENEFITS, the first sentence of the first paragraph is deleted in its entirety and replaced with the following:

   In addition to the above salary, the University of Louisiana at Lafayette Foundation through designated athletic fund accounts, shall pay a premium benefit beginning January 1, 2014, in the amount of Seven Hundred and Seventy
Five Thousand and No/100 Dollars ($775,000.00) annually in equal monthly installments of Sixty-Four Thousand, Five Hundred, Eighty-Three and 33/100 Dollars ($64,583.33) until the end of the Term.

On January 1 of each year of the Term (beginning with January 1, 2015 and continuing each January 1 of the Term thereafter), the contingent premium benefits will increase by Fifty Thousand Dollars ($50,000.00) and the equal monthly installments will increase accordingly.

3. **Section 10. RETENTION INCENTIVE PAYMENTS, is deleted in its entirety and replaced with the following:**

Section 10. RETENTION INCENTIVE PAYMENTS

As part of the Agreement, the University agreed to deposit Fifty Thousand and No/100 ($50,000.00) Dollars to an interest bearing annuity ("Annuity") established by the University at the end of each year of the Agreement (2012-2016). The University has made such deposits for calendar years 2012 and 2013 and desires to continue making such deposits as follows.

On December 31 of each year of the Term (January 1, 2014-December 31, 2019) the University shall deposit the sum of Fifty Thousand and No/100 ($50,000.00) Dollars to the Annuity. The University shall also deposit an additional Fifty Thousand Dollars ($50,000.00) into the Annuity at the end of each year of the Term following each season that the football team wins eight (8) or more contests (including any post-season wins).

A. Said contributions to the Annuity shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts. In the event the Annuity becomes due and payable to Coach, the University agrees to work with Coach in good faith to transfer the Annuity to Coach in the most tax-beneficial manner possible to Coach.
B. Coach shall be eligible to direct, as he so chooses and when he so chooses, the entire balance of the Annuity as of December 31, 2016, and December 31, 2019, contingent upon Coach being employed by the University on those dates. For purposes of example, in the event Coach is employed by the University on December 31, 2016, Coach may direct that the Annuity balance as of that date be paid to him immediately, be carried forward in the Annuity (with his right to direct that sum carrying forward without regard to future employment), or direct the University to dispense the Annuity balance into some other investment vehicle of Coach’s choosing. Coach’s ability to direct the Annuity balance with regard to funds paid into the Annuity between January 1, 2017, and December 31, 2019, shall be handled in this same manner so long as Coach remains employed by the University on December 31, 2019.

C. In the event the University terminates this Amended Agreement, with cause, or the Coach terminates this Amended Agreement without cause, prior to December 31, 2016, the University shall retain said Annuity and have no further obligation to Coach under this provision. In the event the University terminates this Amended Agreement, with cause, or the Coach terminates this Amended Agreement without cause, after December 31, 2016 but prior to December 31, 2019, the University shall retain any amounts deposited in the Annuity between January 1, 2017 and December 31, 2019 and have no further obligation to Coach under this provision. Under this second scenario (termination by University with cause, or termination by Coach without cause, after December 31, 2016, but prior to December 31, 2019), Coach shall retain the ability to direct that the Annuity balance as of December 31, 2016, be paid to him
immediately, be carried forward in the Annuity (with his right to direct that sum carrying forward without regard to future employment), or direct the University to dispense the Annuity balance into some other investment vehicle of Coach's choosing, given Coach was employed by the University on December 31, 2016.

D. In the event that the University terminates this Amended Agreement without cause prior to December 31, 2016, the University shall transfer the Annuity to Coach within thirty (30) days of such termination. In the event the University terminates this Amended Agreement without cause after December 31, 2016, but prior to December 31, 2019, the University shall transfer any amounts deposited in the Annuity after December 31, 2016, but prior to December 31, 2019, to Coach within thirty (30) days of such termination. Under this second scenario (termination by University without cause after December 31, 2016, but before December 31, 2019), Coach shall retain the ability to direct that the Annuity balance as of December 31, 2016, be paid to him immediately, be carried forward in the Annuity (with his right to direct that sum carrying forward without regard to future employment), or direct the University to dispense the Annuity balance into some other investment vehicle of Coach's choosing, given Coach was employed by the University on December 31, 2016.

4. Section 15. TERMINATION, subsections A. 1-6 Without Cause are deleted in their entirety and replaced with the following:

1. If the University terminates this Amended Agreement in the first year of this Amended Agreement (1/1/2014 – 12/31/2014) the University shall pay Coach the
remaining base salary plus Contingent Premium Benefit due in that year plus three Million and 00/100 ($3,000,000) Dollars.

2. If the University terminates this Amended Agreement in the second year of this Amended Agreement (1/1/2015 – 12/31/2015) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Two Million Five Hundred Thousand and 00/100 ($2,500,000) Dollars.

3. If the University terminates this Amended Agreement in the third year of this Amended Agreement (1/1/2016 – 12/31/2016) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in the year plus Two Million and 00/100 ($2,000,000) Dollars.

4. If the University terminates this Amended Agreement in the fourth year of this Amended Agreement (1/1/2017 – 12/31/2017) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus One Million Five Hundred Thousand and 00/100 ($1,500,000) Dollars.

5. If the University terminates this Amended Agreement in the fifth year of this Amended Agreement (1/1/2018 – 12/31/2018) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus One Million and 00/100 ($1,000,000) Dollars.

6. If the University terminates this Amended Agreement in the sixth year of this Amended Agreement (1/1/2019 – 12/31/2019) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year.

7. Liquidated damages for any 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 by the University of Louisiana at Lafayette Foundation Athletic Accounts. The University may, at its sole option, pay the
amount of liquidated damages in lump sum within sixty (60) days from the
effective date of termination or the University may pay the amount in equal
monthly payments through the end of the Term (as though the Amended
Agreement had not been terminated). These liquidated damages shall be in
addition to any amounts previously earned by Coach but not yet paid.

5. **Section 16. TERMINATION BY COACH, subsections A. 1-5 are deleted in
their entirety and replaced with the following:**

1. If Coach terminates this Amended Agreement in the first year of this
   Amended Agreement (1/1/2014 – 12/31/2014) Coach shall pay University
   One Million, Two Hundred Fifty Thousand and 00/100 ($1,250,000) Dollars.

2. If Coach terminates this Amended Agreement in the second year of this
   Amended Agreement (1/1/2015 – 12/31/2015) Coach shall pay University
   One Million and 00/100 ($1,000,000) Dollars.

3. If Coach terminates this Amended Agreement in the third year of this
   Amended Agreement (1/1/2016 – 12/31/2016) Coach shall pay University
   Seven Hundred Fifty Thousand and 00/100 ($750,000) Dollars.

4. If Coach terminates this Amended Agreement in the fourth year of this
   Amended Agreement (1/1/2017 – 12/31/2017) Coach shall pay University
   Five Hundred, and 00/100 ($500,000) Dollars.

5. If Coach terminates this Amended Agreement in the fifth year of this
   Agreement (1/1/2018 – 12/31/2018) Coach shall pay University Two
   Hundred Fifty Thousand and 00/100 ($250,000) Dollars.

6. If Coach terminates this Amended Agreement in the sixth year of this
   Agreement (1/1/2019 – 12/31/2019) Coach shall not be liable to the
   University for liquidated damages.
This Amendment is effective as of the date indicated in the first paragraph of this Amendment. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

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

Witnesses:

Approved:

Mark Hudspeth        Date
Head Football Coach
University of Louisiana at Lafayette

Scott Farmer        Date
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Saybie        Date
President
University of Louisiana at Lafayette

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

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

BETWEEN:
UNIVERSITY OF LOUISIANA AT LAFAYETTE, UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION AND MARK HUDSPETH, HEAD FOOTBALL COACH

AMENDMENT 1
TO
CONTRACT
HEAD FOOTBALL COACH

This Amendment (“Amendment”) is made and entered into this 1st day of May, 2014, between the University of Louisiana at Lafayette, (“University”) the University of Louisiana at Lafayette Foundation, (“Foundation”) and Mark Hudspeth, the University Head Football Coach (“Coach”).

WITNESSETH:

WHEREAS, University, Foundation and Coach entered into a certain Agreement dated April 24, 2012 (“Foundation Agreement”), and

WHEREAS, the Foundation Agreement addressed various financial provisions in Coach’s Contract of Employment dated January 2012 and signed April 13, 2012, and

WHEREAS, the parties now desire to amend the Foundation Agreement as stated herein to address various financial provisions in Coach’s Amended Contract of Employment dated May 14, 2014, and signed ____________, 2014, and

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree to amend the Foundation Agreement as follows.

Section 1. is deleted in its entirety and replaced with the following:

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the salary of the Head Football Coach in the amount of Seven Hundred and Seventy Five Thousand and No/100 Dollars ($775,000.00), annually, as per paragraph 6 of the Head Coach’s Agreement, with the University of Louisiana at Lafayette and for sums earned pursuant to Section 7 of the Agreement.
This Amendment is effective as of the date indicated in the first paragraph of this Amendment. All other terms and conditions contained in the Foundation Agreement shall remain unchanged and in full force and effect.

Entered into this 7th day of May, 2014.

Mark Hudspeth
HEAD FOOTBALL COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

Scott Farmer
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE

Julie Falgout
EXECUTIVE DIRECTOR
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION

Dr. E. Joseph Savoie
PRESIDENT
UNIVERSITY OF LOUISIANA AT LAFAYETTE

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

Dr. Sandra Woodley
PRESIDENT
BOARD OF SUPERVISORS
UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  

FINANCE COMMITTEE  

June 27, 2014  

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.

EXECUTIVE SUMMARY

Under the proposed four-year agreement effective through March 31, 2018, Coach’s salary for each year is $135,000, payable in equal monthly installments of $11,250. In addition, the contract provides that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay Coach a premium benefit of $12,000 annually, payable in monthly installments of $1,000. Coach shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of $6,000 per year payable in monthly installments of $500 by the University from the University of Louisiana at Lafayette Foundation. The agreement also stipulates that the University of Louisiana at Lafayette Foundation, through designated athletic fund accounts, shall pay supplemental compensation subject to standard federal and state withholdings for the following events or occurrences:

- $10,000 if the team wins the Conference Championship.
- $2,500 if the team participates in the Women’s Basketball Invitational (WBI).
- $5,000 if the team wins the WBI Championship.
- $5,000 if the team participates in the Women’s National Invitation Tournament (WNIT).
- $10,000 if the team wins the WNIT.
- $7,500 if the team participates in the NCAA Basketball Championship Tournament.
- $5,000 for each game won during the first two rounds of the NCAA Tournament.
- $10,000 if the team reaches the Elite Eight in the NCAA Basketball Championship.
- $20,000 if the team reaches the Final Four in the NCAA Basketball Championship.
- $3,500 if the team completes the academic year with a cumulative GPA of 3.0 or better, but only if the APR is above 930.
- 3,500 if the team’s graduation rate exceeds the national average for Women’s Division I Basketball teams.
- Women’s Basketball Assistant Coaches will receive supplemental compensation equal to 20% of the amount of supplemental compensation paid to Coach for the above accomplishments.
- $5,000 if Coach is named either Sun Belt Conference Coach of the Year or Louisiana Sports Writers Association Coach of the Year.
If the University terminates the agreement without just cause, it will be liable for liquidated damages as follows:

- If termination occurs between April 1, 2014 and March 31, 2015, liquidated damages shall be $275,000.
- If termination occurs between April 1, 2015 and March 31, 2016, liquidated damages shall be $215,000.
- If termination occurs between April 1, 2016 and March 31, 2017, liquidated damages shall be $155,000.
- If termination occurs between April 1, 2017 and March 31, 2018, liquidated damages shall be the remaining base salary plus Contingent Premium Benefit due for this year.
- Liquidated damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach in any manner.
- Liquidated damages for any amounts due for the year that comes due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due that come due beyond the current University fiscal year shall be funded by the University of Louisiana at Lafayette Foundation.

If Coach chooses to leave employment of the University prior to the expiration of this contract, Coach agrees to pay the University as follows:

- If Coach leaves between April 1, 2014 and March 31, 2015, liquidated damages shall be $132,000.
- If Coach leaves between April 1, 2015 and March 31, 2016, liquidated damages shall be $100,000.
- If Coach leaves between April 1, 2016 and March 31, 2017, liquidated damages shall be $75,000.
- If Coach leaves between April 1, 2017 and March 31, 2018, no liquidated damages are due to the University.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach. The University of Louisiana at Lafayette Foundation agreement provides that the Foundation will pay any sums that may be due upon the termination of Coach and the supplemental compensation paid to the Coach.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

_Now, Therefore, Be It Resolved, that the Board of Supervisors for the University of Louisiana System hereby approves 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._
June 5, 2014

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

Dear Dr. Woodley:

This is to request approval for the University of Louisiana at Lafayette to enter into a contractual agreement with Coach Garry Brodhead, Head Women’s Basketball Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

E. Joseph Savoie
President

svc

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this 1st day of May, 2014, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and Garry Brodhead (hereinafter "Coach"): WITNESSETH:

1. EMPLOYMENT
The University does hereby employ Coach as Head Women’s Basketball Coach of the University and Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the University through the President of the University ("President") and the Director of Athletics ("Director").
Coach shall be responsible and shall report directly to the Director and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President.

2. DUTIES
Coach shall manage and supervise the University Women’s Basketball team (the "Team") and shall perform such other duties in the University athletic program as the Director may reasonably assign. Duties shall include but not be limited to the following:

A. Faithfully and conscientiously perform the duties reasonably assigned by the Director and the President and maintain the high moral and ethical standards commonly expected of the Coach as a highly visible representative of the Department of Intercollegiate Athletics at the University.

B. Devote such time and attention and energy to the duties of Head Women’s Basketball Coach as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will
unreasonably conflict with his performance of his duties as Head Women’s Basketball Coach or will otherwise unreasonably interfere with the University’s interests.

C. Recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference (the “Conference") (or any other conference which the University may become a member during the Term of the Agreement), as now constituted or as may be amended during the Term hereof. The Coach shall be responsible, through education and monitoring, to ensure all persons under Coach’s supervision (assistant basketball coaches, student-athlete members of the women’s basketball team, graduate assistants, and basketball operations staff members) comply with the aforesaid policies, rules, and regulations. The Coach shall be accountable for violations by any person under Coach’s supervision (assistant basketball coaches, student-athlete members of the basketball team, graduate assistants, and basketball operations staff members) provided with reasonable foresight and knowledge, he could have prevented the occurrence. The Coach shall immediately inform the Compliance Office of any suspected violation and assist the investigation and reporting thereof.

D. Carry himself in a professional and sportsman-like manner. The Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes. The Coach will avoid profane or insulting behavior towards student-athletes, spectators, and members of the media, and will refrain from any conduct that would offend prevailing social values and reflect negatively on the University’s reputation.

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

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

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

3. TERM

The term of this agreement is Forty-Eight months commencing April 1, 2014, and ending March 31, 2018 (the “Term”).

4. BASE SALARY

The University agrees to pay Coach an annual salary of One Hundred Thirty Five Thousand and No/100 ($135,000.00) Dollars payable in equal monthly installments of Eleven Thousand Two Hundred Fifty and No/100 ($11,250.00) Dollars.

5. EMPLOYEE BENEFITS

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

6. CONTINGENT PREMIUM BENEFITS

A. In addition to the above salary, the University of Louisiana at Lafayette Foundation through designated athletic fund accounts, shall pay a premium benefit in the amount of Twelve Thousand and No/100 ($12,000.00) Dollars annually to be paid in equal monthly installments of One Thousand ($1,000) Dollars, for the period from April 1, 2014, to March 31, 2018. Payment of this premium benefit is contingent upon Coach making reasonable efforts to appear on radio and television programs during the basketball season including game
broadcasts or telecasts, pre-game and post-game shows and coach's shows. However, these payments are not precluded if the University chooses to cancel or drop any radio, television, game broadcasts, pre-game and game shows and coach's shows during the basketball season.

Contracts for all broadcasts and/or telecasts shall be between the University and the broadcasting and/or telecasting company and rights to these programs shall be the property of the University. The University shall be entitled, at its option, to produce and market the programs or negotiate with other parties to produce and market the programs. Coach shall not unreasonably refuse to personally contact sponsors and/or potential sponsors to generate or increase advertising revenues or unreasonably refuse to make commercial endorsements of his obligation to work toward successful programs. However, any requests by the University to Coach for contacting sponsors shall not unreasonably interfere with his primary duties as Head Women's Basketball Coach. The University shall have the exclusive right to contract for program sponsors for commercial endorsements by Coach and to authorize the use of commercials both during the program and at all other times.

Coach shall not appear on any television or radio program not authorized by the University without the prior written approval of the Athletic Director except routine news media interviews for which no compensation is received. Coach may appear on television or radio programs not in scheduling conflict with pre-game, post-game or coach's shows without prior written approval of the Director, which approval shall not be unreasonably withheld.

The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head basketball coaches in the promotion and production of similar programs at other Division I basketball institutions. The University recognizes that his primary duties as Head Women's Basketball Coach places some limitations on the amount of personal time which he can devote to such and any efforts requested of Coach by the University with
respect to promotion and production shall not unreasonably interfere with his primary duties as Head Women’s Basketball Coach.

7. SUPPLEMENTAL COMPENSATION

During his employment under this Agreement, Coach will have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid for from the University of Louisiana at Lafayette Foundation accounts and shall be deemed to have been earned on the effective date of the event or occurrence. Unless Coach has been suspended or notified that his employment has been terminated prior to earning any supplemental compensation, Coach shall be entitled to supplemental compensation for the following events or occurrences during the Term of this Agreement (which shall be cumulative in nature).

A. Coach shall receive $10,000.00 if the Team wins the Conference Championship (solo or shared; regular season or post-season; with the maximum amount payable per year under this sub-clause to be $10,000).

B. Coach shall receive $2,500.00 if the team participates in the Women’s Basketball Invitational (WBI) without winning the Conference Championship referenced in Section A. Coach shall receive $5,000.00 if the team wins the WBI Championship.

C. Coach shall receive $5,000.00 if the team participates in the Women’s National Invitation Tournament (WNIT) without winning the Conference Championship referenced in Section A. Coach shall receive $10,000.00 if the team wins the WNIT Championship.

D. Coach shall receive $7,500.00 if the team participates in the NCAA Basketball Championship Tournament without winning the Conference Championship referenced in Section A.

E. In consideration for success while participating in the NCAA Championship Tournament, with or without winning the Conference Championship referenced in Section A, Coach shall receive an additional $5,000.00 for each game won during the first two rounds of the NCAA Tournament.
F. Coach shall receive $10,000.00 if the team reaches the Elite Eight in the NCAA Basketball Championship Tournament.

G. Coach shall receive $20,000.00 if the team reaches the Final Four in the NCAA Basketball Championship Tournament.

H. Coach shall receive $3,500.00 if the Women’s Basketball team completes the academic year with a cumulative GPA of 3.0 or better. However, if in any year, the Academic Performance Rate (APR) is below 930, this supplemental compensation will not be paid.

I. Coach shall receive $3,500.00 in each year the Team’s graduation rate exceeds the national average for women’s Division I basketball teams.

J. The University acknowledges that the Women’s Basketball Assistant Coaches will contribute to Coach’s achievements in earning the above described supplemental compensation. During their employment as Women’s Basketball Assistant Coaches, each shall receive supplemental compensation equal to twenty (20%) percent of the amount of supplemental compensation paid to Coach in sections 6A-6I. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid within thirty (30) days from the effective date of the event. Said supplemental compensation shall be paid from the University of Louisiana at Lafayette Foundation Athletic Fund accounts and shall be deemed to have been earned on the effective date of the event or occurrence unless Assistant Coach has been suspended or notified that his employment has been terminated prior to earning any supplemental compensation.

K. Coach shall receive $5,000.00 if he receives Sun Belt Conference Coach of the Year and/or Louisiana Sports Writers Association (LSWA) Coach of the Year.

8. OUTSIDE INCOME

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

9. CAMPS AND CLINICS
All camps and clinics are operated under the supervision and authority of the University. Coach shall be permitted to hold camps and clinics with prior approval of the Director and the President, such approval not to be unreasonably withheld. The Athletic Department will make best efforts to secure departmental facilities, without fee, for Coach’s basketball camps. Housing and dining facilities will be provided to Coach at a cost equal to the lowest fee charged to any group or individual using such facilities. Coach shall be entitled to manage and distribute, at his sole discretion and in accordance with NCAA regulations, all net revenue generated by such camps and clinics.

10. APPAREL, EQUIPMENT ENDORSEMENTS
The University, at its option, shall allow the payment to Coach of any funds for which he is responsible in obtaining through his endorsements of shoe, apparel or equipment manufacturers. All endorsements must be approved in writing by the Athletic Director, which approval shall not be unreasonably withheld, and shall not be in conflict with any Athletic Department or University contractual agreement. These benefits shall not be considered earned income for the purpose of computation of retirement benefits and Coach shall be responsible for all applicable taxes.

11. BASKETBALL STAFF
Coach shall have the authority to select assistant Women’s Basketball Coaches upon approval by the Athletic Director, University President and the Board of Supervisors for the University of Louisiana System which selection shall follow University policies and procedures.

12. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES
Coach shall abide by the rules and regulations of the NCAA, Conference and 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). 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 major, deliberate or
serious violations of NCAA regulations which result in an official finding by the NCAA (NCAA Constitution 11.2.1).

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

13. AUTOMOBILE ALLOWANCE

Coach shall be provided the use of a new or nearly new vehicle provided by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 ($6,000.00) Dollars per year paid in equal monthly installments of Five Hundred and No/100 ($500.00) Dollars. Funds for these automobile and salary premium benefits shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

14. TERMINATION

A. Without Cause. Either party may terminate this agreement without Cause (as defined below) by providing written notice to the other party specifying the effective date of termination. Should the University, with the prior approval of the President of the University of Louisiana System, terminate this Agreement without Cause prior to the expiration of its Term, it shall be liable to Coach for liquidated damages as follows:

1. If the University terminates this Agreement in the first year of this Agreement (4-1-14 and 3-31-15) the University shall pay Coach Two Hundred, Seventy-Five Thousand and No/100 ($275,000.00) Dollars.

2. If the University terminates this Agreement in the second year of this Agreement (4-1-15 and 3-31-16) the University shall pay Coach Two Hundred and Fifteen Thousand and No/100 ($215,000.00) Dollars.

3. If the University terminates this Agreement in the third year of this Agreement (4-1-16 and 3-31-17) the University shall pay Coach One Hundred and Fifty-Five Thousand and No/100 ($155,000.00) Dollars.
4. If the University terminates this Agreement in the fourth year of this Agreement (4-1-17 and 3-31-18) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year (as if this Agreement naturally expired).

5. Liquidated damages for 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 by the University of Louisiana at Lafayette Foundation Athletic Accounts.

B. The University may, at its sole option, pay the amount of liquidated damages owed as per this Agreement in a lump sum within sixty (60) days from the effective date of termination or the University may pay the amount of liquidated damages owed in equal monthly payments of Twenty Thousand and No/100 ($20,000.00) Dollars. Liquidated damages shall not include car or cell phone allowances. Should Coach be relieved of his head coaching duties without Cause, he shall not be reassigned within the Athletic Department but be paid according to the liquidated damages clause in this document.

C. It is agreed that the Liquidated Damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach personally or through business entities owned by, controlled by Coach, or in which Coach has an interest, from employment as a head coach, assistant coach, or as an administrator either at a college or university or with a professional sports organization (collectively referred to as “coaching position.”) For purposes of this subsection, “gross compensation” shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Coach by an employer, including by a business entity owned or controlled by Coach, or in which Coach has an interest, consulting fees, honoraria, fees received by Coach as an independent contractor, or other income of any kind whatsoever from a coaching position. While the University’s obligation to pay liquidated damages remains in effect, within fourteen (14) days after accepting any employment in a coaching position Coach shall furnish to the University
notice of said employment, including the terms of his employment, start date, and compensation. Notice shall also include substantiating documents such as contracts, appointment forms, etc. The University shall reduce the amount of the monthly liquidated damages payments due based upon the gross compensation to be earned for each month of Coach’s employment. Coach shall notify University of any changes in his income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. No later than February 15th of each year Coach shall provide University with a copy of his W-2, 1099 or other verifiable documentation of his income for the prior year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach fails or refuses to provide the notifications or documentation to University as required in this clause, then after giving Coach fourteen (14) days written notice the University’s obligation to continue paying liquidated damages to Coach shall cease. In the event Coach’s gross compensation from such new employment is increased or decreased while the University’s obligation to pay liquidated damages remains in effect, Coach shall report such increase or decrease to the University within thirty (30) days and the University shall be entitled to reduce or required to increase the amount of the monthly liquidated damages payments accordingly.

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

E. Except for the obligation to pay Coach the amount set forth in Section 14 A, all obligations of the University (to the extent not already accrued or vested) to Coach shall cease as of the effect date of such termination.
F. With cause. Should the University terminate this Agreement for Cause prior to the expiration of its Term, the University and the University of Louisiana Lafayette Foundation shall not be liable for any payments or benefits to Coach past the effective date of termination other than amounts previously earned by Coach, but not yet paid. Cause for termination shall include, but not be limited to:

1. Deliberate neglect, refusal or unwillingness to perform any of the duties specified in Section 2 of this Agreement in good faith and to the best of Coach's ability.

2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor arrest involving moral turpitude.

3. The committing by Coach of a major violation of NCAA or Conference regulations or the committing of major violations of NCAA or conference regulations by Coach's staff of which Coach had prior knowledge and failed to report or attempt to prevent.

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

5. Death of Coach, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with Coach's ability to perform the essential functions and duties as Head Women's Basketball Coach.

6. Commission of an act of moral turpitude by Coach (provided said act would constitute a felony).

15. TERMINATION BY COACH

A. Coach recognizes that his promise to work for University for the entire Term of this four-year Agreement is the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties agree that should the Coach terminate this Agreement prior to the expiration of its Term and obtains employment in the sport of basketball within twelve (12) months from the date of
his termination, Coach shall be liable to University for liquidated damages as follows:

1. If Coach terminates this Agreement in the first year of this Agreement (4/1/14 – 3/31/15) Coach shall pay University One Hundred, Thirty Two Thousand and No/100 ($132,000) Dollars.

2. If Coach terminates this Agreement in the second year of this Agreement (4/1/15 – 3/31/16) Coach shall pay University One Hundred Thousand and No/100 ($100,000) Dollars.

3. If Coach terminates this Agreement in the third year of this Agreement (4/1/16 – 3/31/17) Coach shall pay University Seventy-Five Thousand and No/100 ($75,000) Dollars.

4. If Coach terminates this Agreement in the fourth year of this Agreement (4/1/17 – 3/31/18) Coach shall not be liable to the University for liquidated damages.

B. Liquidated damages shall be paid by Coach within ninety (90) days from the effective date of termination.

C. If during the Term of the Agreement both parties reach a mutual, written agreement to terminate the Agreement without Cause, neither party shall be liable for liquidated damages.

16. ACKNOWLEDGEMENTS

The parties specifically agree that the obligations assumed herein relate only to the obligations regarding payment and there is no guarantee or promise of continued employment for Coach at the University of Louisiana at Lafayette whether as head women's basketball coach or in any other employment capacity.

17. AMENDMENT/EXTENSION

This contract may be amended and/or extended by the mutual written consent of the parties, and approved by the University of Louisiana Board of Supervisors.

18. DISPUTES

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

19. WRITTEN NOTICE

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

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

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

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

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

**Coach**
Garry Brodhead
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Witnesses:

Karen Faber
Melissa Hellmeyer
Karen Faber
Melissa Hellmeyer
Kelly Constantine
Jeannette Narusse

Approved:

Garry Brodhead
Head Women’s Basketball Coach
University of Louisiana at Lafayette

Scott Farmer
Director of Athletics
University of Louisiana at Lafayette

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

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

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

BETWEEN:
UNIVERSITY OF LOUISIANA AT
LAFAYETTE, UNIVERSITY OF
LOUISIANA AT LAFAYETTE
FOUNDATION, AND GARRY BRODHEAD,
HEAD WOMEN’S BASKETBALL COACH

AGREEMENT
HEAD WOMEN’S BASKETBALL COACH

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Garry Brodhead, the University Head Women’s Basketball Coach.

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Head Women’s Basketball Coach. To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any sums which may be due upon the termination of the Head Women’s Basketball Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Head Women’s Basketball Coach an amount not to exceed Two Hundred Seventy-Five Thousand and No/100 ($275,000.00) Dollars, as per section 14 of the employment agreement, between the University of Louisiana at Lafayette and the Head Women’s Basketball Coach. Payments shall be made from Unrestricted Athletic Foundation Funds available at the time of termination.

2.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay contingent premium benefits as per section 6 and the supplemental compensation of the Head Women’s Basketball Coach and Women’s Basketball Assistant Coaches as per section 7 of the Agreement between the University of Louisiana at Lafayette and the Head Women’s Basketball Coach.

3.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay the automobile allowance benefit as per section 13 of the Agreement between the University of Louisiana at Lafayette and the Head Women’s Basketball Coach.
The University of Louisiana at Lafayette Foundation and Head Women’s Basketball Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Women’s Basketball Coach’s employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 1st day of May, 2014.

GARRY BRODHEAD
HEAD WOMEN’S BASKETBALL COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE

JULIE FALGOUT
EXECUTIVE DIRECTOR
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION

DR. E. JOSEPH SAVOIE
PRESIDENT
UNIVERSITY OF LOUISIANA AT LAFAYETTE

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

DR. SANDRA WOODLEY
PRESIDENT
BOARD OF SUPERVISORS
UNIVERSITY OF LOUISIANA SYSTEM
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.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2015, Coach’s annual salary is $80,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $5,000 if team wins regular season Conference Championship.
- $1,000 if team wins the Conference Tournament.
- $2,500 if team qualifies for the NCAA Division 1 Men’s Baseball Regionals.
- $2,500 if team qualifies for the NCAA Division 1 Men’s Baseball Super Regionals.
- $5,000 if team qualifies for the NCAA Division 1 Men’s College World Series.
- $5,000 if team wins the NCAA Division 1 Men’s College World Series.
- $1,000 for being named Conference or Louisiana Coach of the Year.
- $1,000 if team’s annual APR is 950 or greater.

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

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation to the last day of the contract. If Coach terminates agreement without cause to become employed as a Men’s Baseball Coach, then Coach shall be liable to the University for the remaining months of base compensation to the last day of the contract.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s contract with Mr. Bruce Peddie, Head Baseball Coach, effective July 1, 2014.**
May 27, 2014

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I respectfully request approval to appoint Mr. Bruce Peddie, Head Baseball Coach, at the University of Louisiana at Monroe, effective July 1, 2014, with an annual salary rate of $80,000 and the approval of the enclosed contract.

Thank you for your consideration.

Sincerely,

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

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 1st day of July, 2014, between The University of Louisiana at Monroe, through its President (hereinafter referred to as the “University” or “ULM”), the University of Louisiana at Monroe Athletic Foundation (hereinafter referred to as “ULMAF”) and Bruce Peddie (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana system, the management board for the University of Louisiana at Monroe.

1.0 Employment

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

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

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

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

1.5 COACH shall be expected to participate in an appropriate number of non-conference “guarantee” baseball games on an annual basis. The number of this contest will be determined by mutual consent of both the Director and COACH.

1.6 COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of baseball games as well as weekly radio and/or television shows.
1.7 COACH shall inform the Director of Athletics of all work-related and non-work related absences from campus (i.e., recruiting trips, fund raising activities, annual leave requests, etc.)

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

2.0 Term

2.1 The term of this agreement is for a fixed period of twelve (12) months, commencing on the 1st day of July, 2014 and terminating on the 30th day of June, 2015. In the event written notice is not given by either party to this agreement to the other thirty (30) days prior to the termination date as herein provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional twelve (12) months.

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

2.3 Beginning with the 2015 season, if the Men’s Baseball team’s Academic Progress Rate (APR) is below a single year score of 930, COACH shall not be eligible for any incentives under this agreement.

3.0 Compensation

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

3.1.1 July 1, 2014 through June 30, 2015 $80,000 per annum

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

3.3 COACH shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received.
3.4 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 12.1.

4.0 Fundraising

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

5.0 Annual Performance Incentives

5.1 Team Performance

During his employment as COACH of the University’s Men’s Baseball Team, the COACH shall have the opportunity to receive the following earned athletics competition and academic incentives in consideration of the efforts in contributing to certain events and occurrences. Any incentives, if achieved, will be awarded if the team is not subject to APR penalties which result in loss of scholarships at the time the incentives are reached. These incentives shall be subject to and inclusive of all mandatory withholdings. These incentives will be secured through the ULMAF.

5.1.1 Athletics Competition Incentives

5.1.1.1 Earned salary supplement of five-thousand ($5,000) dollars if the team wins the Sun Belt Conference regular season championship. In a multi-division format, champion to be determined by overall league record.

5.1.1.2 Earned salary supplement of one-thousand ($1,000) dollars if the team wins the Sun Belt Conference tournament.

5.1.1.3 Earned salary supplement of two thousand-five hundred ($2,500) dollars if the team qualifies for the NCAA Division I Men’s Baseball Regionals.

5.1.1.4 Earned salary supplement of two thousand-five hundred ($2,500) dollars if the team qualifies for the NCAA Division I Men’s Baseball Super Regionals.

5.1.1.5 Earned salary supplement of five-thousand ($5,000) dollars if the team qualifies for the NCAA Division I College World Series. An additional five-
thousand ($5,000) dollars will be earned if the team wins the NCAA Division I College World Series.

5.1.1.6 Earned salary supplement of one-thousand ($1,000) dollars for being named Conference OR Louisiana Coach of the Year

5.1.2 Academic Incentives

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that if such camp is operated, COACH will operate such camps and that COACH acts as an independent contractor. COACH will be required to sign a separate agreement related to the operation of such camp. Facility and other fees required as part of this contract will be consistent with fees charged to other independent contractors for similar facilities.

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

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

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

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

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

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

7.2 COACH may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle may be made by either the Director or COACH. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed three-hundred ($300) dollars 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 disperse the allowance to COACH in equal monthly installments using normal University payroll procedures.

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

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

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

8.0 Outside Income – Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Declaration of outside employment through appropriate university forms. Shall not be earned while “on duty” or use of University equipment/facilities except as identified in section 5.

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

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisor rules, federal laws, and the Laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for period of time, without pay, or the employment of COACH may be terminated if COACH is found in violation of NCAA Level One or Level Two violations.

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

10.0 Men’s Baseball Staff

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

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

11.0 Force Majeure

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

12.0 Termination

12.1 Either party may terminate this Agreement without just cause prior to the expiration of its term by giving thirty (30) days written notice to the other party.

12.1.1 Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to expiration of its term, it shall be liable to COACH for
the remaining months of base compensation due through the expiration of this Agreement.

12.1.1 University shall have the authority, upon approval of the President, to reassign COACH to other campus duties to complete the terms of contract for the current fiscal year.

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

12.1.3 In the event that the COACH terminates this Agreement without cause to become employed as a Men's Baseball coach, then COACH shall be liable to ULM for the remaining months of base compensation due through the expiration of this Agreement. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $7,500 monthly for 12 months or remaining months on contract whichever is less. If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, or employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

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

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

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

13.0 Severability

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

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

WITNESSES:

Darrin Barry
Natalie Kern

Brian Wickstrom
Director of Athletics

Bruce Peddie
Head Men’s Baseball Coach

Phyllis Leaman
Kathy Howard

Nick J. Bruno, Ph.D.
President

Dr. Sandra Woodley, System President
University of Louisiana System

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

FINANCE COMMITTEE  

June 27, 2014  


EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2017, Coach will earn $54,200 annually. Coach shall also be entitled to the following incentive compensation, funded by the Privateer Athletic Foundation:

- $2,500--Conference Regular Season Championship
- $3,000--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- $1,000--Conference Coach of the Year
- $500--NCAA Single Year Academic Progress Rate of 1000

If the University terminates the agreement without cause, the Coach shall be entitled to liquidated damages of 50 percent of annual compensation for remainder of contract term. The parties agree that any amounts due beyond the current fiscal year shall be solely funded by the Privateer Athletic Foundation. In the event Coach terminates the agreement without cause to become a head women’s volleyball coach, Coach would be liable to the University for liquidated damages in the amount of $7,500.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a contract with Ms. Millicent Van Norden, Head Women’s Volleyball Coach, effective July 1, 2014.
June 12, 2014

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

Re: Employment Contract – Millicent Van Noorden, Head Volleyball Coach

Dear Dr. Woodley,

I am requesting approval by the UL System Board of an employment contract for Millicent Van Noorden, Head Volleyball Coach.

Thank you for your consideration.

Sincerely,

[Signature]

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

STATE OF LOUISIANA
PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of July, 2014, between the University of New Orleans and through its President, Dr. Peter Fos, the Privateer Athletic Foundation and through its President, Michael Sapera, and Millicent Van Norden (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

1.0 Employment

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

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in the University’s athletic program as the Director may assign.
1.4 COACH agrees to represent the University of New Orleans positively in public and private forums and shall not engage in conduct that reflects adversely on the University of New Orleans or its athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period of three (3) years, commencing on the 1st day of July, 2014, and terminating without further notice to COACH on the 30th day of June, 2017, unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH an annual salary of $54,200 payable on a semi-monthly basis.

3.2 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.
3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 11.

4.0 Incentive Compensation/Miscellaneous Benefits

4.1. Tickets: COACH will receive four (4) men’s basketball tickets per season for admission to all UNO home games, four (4) women’s basketball tickets per season for admission to all UNO home games and four (4) baseball season tickets per season for admission to all UNO home games.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual bonus incentives. The annual bonus incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. If earned, the annual bonus incentive compensation shall be funded by the Privateer Athletic Foundation and paid through University payroll. The annual incentives are as follows:

4.2.1 Academic Progress: When the women’s volleyball program achieves a one-year APR (Academic Progress Rate) score of 1000 in any academic year of this agreement, COACH will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.1 Athletics Success: When the women’s volleyball team wins a conference regular season championship, COACH will earn a one-time bonus of $2,500. This is applicable to each year of the agreement.
4.2.1.2 When the women’s volleyball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Women’s Volleyball Championship Tournament, COACH will earn a one-time bonus of $3,000. This is applicable to each year of the agreement. If team wins both the regular season and tournament championships in the same year, COACH will receive a bonus for the tournament championship only.

4.2.1.3 Professional Awards: When the COACH is recognized as “…Conference Coach of the Year,” COACH will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to 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.

5.2 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.

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

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

(c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

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

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

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

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

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

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

6.0 Employee Benefits

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

7.0 Outside Income-Subject to Compliance with Board Rules

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

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

8.0 Endorsements; Apparel, Equipment, Etc.

8.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, service
organization or charitable organization without prior approval from the Director of Athletics.
Should the COACH be authorized by the University, the University shall receive and then pay to
COACH any funds for which she is responsible in obtaining for the University through
endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered
earned income for the purpose of computation of retirement benefits and COACH shall be
responsible for all applicable taxes.

9.0 Compliance with NCAA, Conference and University Rules

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

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

10.0 Coaching Staff

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

11.0 Termination

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

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

11.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of annual compensation due to COACH for remaining term of the contract. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. Any additional amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Privateer Athletic Foundation. The liquidated damages shall be due and payable no later than sixty (60) days from the date of the termination. In the event COACH terminates the Contract without cause to become a head women’s volleyball coach, COACH would be liable to the University for liquidated damages in the amount of the $7,500. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a head women’s volleyball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

11.4 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.

12.0 Fundraising

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

PRESIDENT PETER J. FOS
UNIVERSITY OF NEW ORLEANS

MIKE SAPERA, PRESIDENT
PRIVATEER ATHLETIC FOUNDATION

MILLIENT VAN NORDEN, HEAD COACH
UNIVERSITY OF NEW ORLEANS

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

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

FINANCE COMMITTEE

June 27, 2014

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.

EXECUTIVE SUMMARY

Under this six-year agreement, through June 30, 2020, Coach will earn $114,000 annually. If the contract is not terminated by either party before April 30, 2016, the contract will automatically extend for a period of one year through June 30, 2021. In addition to the salary, Coach will receive an annual supplement of $3,000 for performance of all multi-media obligations, and an additional annual supplement of $3,000 for performance of all public appearance obligations, funded by the Privateer Athletic Foundation. Coach shall also be entitled to the following incentive compensation, funded by the Privateer Athletic Foundation:

- $2,500--Conference Regular Season Championship
- $5,000--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- One-year extension of contract with annual salary of $124,000 (2020-21)--Conference Tournament Championship and Automatic Bid to the NCAA Tournament and win a minimum of 60% of games during regular season
- $5,000--Each win in NCAA Tournament
- $10,000--Team advances to the Final Four
- $25,000--NCAA National Championship
- $2,500--Bid to the NIT Tournament
- $2,500--Each win in NIT Tournament
- $1,500--Competes in Post-Season Tournament other than NCAA or NIT
- $2,500--NCAA Single Year Academic Progress Rate of 960 or greater

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the base salary (excluding supplements) that he would have earned during the remaining term of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be solely funded by the Privateer Athletic Foundation. If Coach should gain other employment during the period of the contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause to accept a Division I head coaching position at another institution, Coach would be liable to the University for liquidated damages in the amount of $50,000.
The University and the Privateer Athletic Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a contract with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2014.
June 12, 2014

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

Re: Employment Contract Extension – Mark Slessinger, Head Men’s Basketball Coach

Dear Dr. Woodley,

I am requesting approval by the UL System Board of an employment contract for Mark Slessinger, Head Men’s Basketball Coach.

Thank you for your consideration.

Sincerely,

[Signature]

Peter J. Fos  
President  
University of New Orleans
CONTRACT OF EMPLOYMENT
HEAD COACH OF MEN'S BASKETBALL

STATE OF LOUISIANA
PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of July, 2014, between the University of New Orleans through its President, Dr. Peter Fos, and the Privateer Athletic Foundation and through its President, Michael Sapera and Mark Slessinger (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans.

WITNESSETH

WHEREAS, the University of New Orleans desires to utilize the services of Mark Slessinger as Head Coach of Men’s Basketball under the terms and conditions as set forth herein; and

WHEREAS, COACH desires to provide his services as Head Coach of Men’s Basketball under the terms and conditions as set forth herein.

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

1.0 Employment

1.1 The University of New Orleans University (the “University”) does hereby employ COACH as Head Coach of Men’s Basketball and COACH does hereby accept employment and agrees to perform all of the services pertaining to the University’s Men’s Basketball program, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Director of Athletics.

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UNIVERSITY OF LOUISIANA SYSTEM
1.2 COACH shall be responsible, and shall report, directly to Derek Morel, 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 Dr. Peter Fos, University’s President.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of six (6) years, commencing on the 1st day of July, 2014, and terminating without further notice to COACH on the 30th day of June, 2020. If the contract is not terminated by either party before April 30, 2016, the contract will automatically extend by a period of one (1) year through the 30th day of June, 2021.

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

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

3.1  In consideration of COACH’S services and satisfactory performance of this agreement, the University of New Orleans shall pay COACH an annual salary of $114,000, payable on a semi-monthly basis.

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 12.

4.0  Supplements/Incentive Bonus Compensation

4.1  During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The supplements shall be funded by the Privateer Athletic Foundation (the “Foundation”) and paid through University payroll. The potential annual supplements are as follows:

4.1.1  Multi-Media Supplement. COACH will receive annual supplement salary compensation of $3,000 for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partner solicitation meeting and special event appearances.

4.1.2  Public Appearance Supplement. COACH will receive annual supplement salary compensation of $3,000 for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Athletic
Foundation events, UNO Alumni Association events, community outreach initiatives, department fundraising events.

4.1.3 Tickets: COACH will receive thirty (30) men's basketball tickets per season for reserved seating at all UNO home games. COACH will receive four (4) baseball season tickets per season for admission to all UNO home games.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual bonuses. The annual earned bonuses shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual incentive compensation shall be funded by the Privateer Athletic Foundation and paid through University payroll. The annual incentives are as follows:

4.2.1 Academic Progress: When the men's basketball program achieves a one-year APR (Academic Progress Rate) score of 960 or greater in any academic year of this agreement, a $2,500 one-time bonus will be provided to COACH for distribution between COACH and men’s basketball staff at the discretion of the COACH. This is applicable to each year of the agreement. Should the men's basketball program receive an APP post-season ineligibility penalty during any year of this agreement, this bonus provision will be void for the remaining term of the agreement.

4.2.2 Athletics Success:

4.2.2.1 When the men's basketball team wins a conference regular season championship, COACH will earn a one-time bonus of $2,500. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2.2 When the men's basketball team wins a conference tournament
championship and, consequently, an automatic bid into the NCAA Men's
Basketball Championship Tournament, COACH will earn a one-time bonus of
$5,000. Each full-time assistant coach will earn a one-time bonus of $1,000. This
is applicable to each year of the agreement.

When the men's basketball team wins a conference tournament
championship, receives an automatic bid into the NCAA Men's Basketball
Championship Tournament and has won a minimum of 60% of games during the
regular season, COACH will earn a one-year extension to this contract. COACH
will be compensated with an annual base salary of $124,000 during the year
subsequent to the year in which the extension was earned and each year remaining
in the term. This is a one-time bonus and will not be applicable once the one-year
extension has been earned by COACH.

For each victory in the NCAA Men's Basketball Championship
Tournament, COACH will earn an additional one-time bonus of $5,000. Each
full-time assistant coach will earn a one-time bonus of $1,000. This is applicable
to each year of the agreement.

When the men's basketball team advances to the FINAL FOUR, COACH
will earn a one-time bonus equal to $10,000. Each full-time assistant coach will
earn a one-time bonus of $2,000. This is applicable to each year of the
agreement.

When the men's basketball team wins the national championship, COACH
will earn a one-time bonus equal to $25,000. Each full-time assistant coach will
earn a one-time bonus of $5,000. This is applicable to each year of the
agreement.

4.2.2.3 When the men's basketball team receives a bid into the post-season National Invitation Tournament (NIT), COACH will earn a one-time bonus equal to $2,500. For each victory in the post-season National Invitation Tournament (NIT), COACH will earn an additional one-time bonus equal to $1,500. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.2.5 When the men's basketball team is invited to and competes in a post-season tournament other than the NCAA Men's Basketball Championship and the National Invitational Tournament (NIT), COACH will earn a one-time bonus equal to $1,500. Each full-time assistant coach will receive a one-time bonus of $500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcast and/or Telecast or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of Coach and the men’s basketball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics or the President of the University.
6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University men’s basketball program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department’s policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University men’s basketball program, the following shall apply.

6.1.1 All revenues from university camps/clinics will be deposited into COACH’s University camp budget. After all expenses are met, COACH 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 men’s basketball operating budget, or a combination of the three, at his discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees.

6.1.3 Conducting camps and clinics is considered a part of COACH’s job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be
required to take leave while conducting camps run through the University camp budget.

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

6.2 If camps are operated as a private event, 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.

6.2.1 COACH shall be permitted to use the Lakefront Main Arena for a period of one (1) week each year and the auxiliary gymnasium for three (3) weeks each year.

6.2.2 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.

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

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

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

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

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

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

6.2.7 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. -

6.2.8 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.
6.3 The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

7.0 **Employee Benefits**

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

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

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of teaching camps and/or athletic 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.

8.2 COACH shall report annually in writing to the President through the Director of Athletics on July 1st all athleticism 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  Endorsements; Apparel, Equipment, Etc.

9.1  The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0  Compliance with NCAA, Conference and University Rules

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

10.2  COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that 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 shall have the authority to select unclassified Men’s Basketball personnel upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

12.0 Termination

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

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

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base
salary (excluding supplements) which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination.

Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the contract, University is only obligated to pay the difference between COACH’s new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates the Contract without cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by COACH or new employer equal to $50,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a Division I head basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

12.4 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.

13.0 Fundraising

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

Peter J. Fos  
President, University of New Orleans

Michael Sapera  
President, Privateer Athletic Foundation

Mark Slessinger  
Head Coach

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

Secretary - Board of Supervisors