AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:15 a.m., Tuesday, February 24, 2015**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

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

A. Call to Order

B. Roll Call

C. Approval of Minutes of December 12, 2014 Committee Meeting

D. Consent Agenda:

   Board Agenda Item F.1.

   McNeese State University’s request for approval of a contract with Ms. Ashleigh M.
   Fitzgerald, Head Women’s Volleyball Coach, effective March 1, 2015.

   Board Agenda Item F.2.

   McNeese State University’s request for approval of a contract with Mr. Ronald P.
   Savoie, Jr., Head Women’s Soccer Coach, effective March 1, 2015.

   Board Agenda Item F.3.

   Nicholls State University’s request for approval of a contract with Mr. Tim Rebowe,
   Head Football Coach, effective January 6, 2015.
Board Agenda Item F.4.

Southeastern Louisiana University’s request for approval of an amendment to a contract with Mr. Chet Pobolish, Football Offensive Coordinator, effective October 1, 2014.

Board Agenda Item F.5.

Southeastern Louisiana University’s request for approval of an amendment to a contract with Mr. Karl Scott, Football Defensive Coordinator, effective October 1, 2014.

Board Agenda Item F.6.

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

E. Discussion/Action:

Board Agenda Item F.7.

University of Louisiana System’s request for approval of a Resolution to join the NCAA Joint Defense re Samantha Sackos vs. National Collegiate Athletic Association et al., Civic Action No. 14-1710, U.S. District Court, Southern District of Indiana (Executive Session may be required).

F. Other Business

G. Adjournment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 24, 2015

Item F.1. McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective March 1, 2015.

EXECUTIVE SUMMARY

Under this contract, through February 28, 2016, Coach will earn $48,250, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective March 1, 2015.
February 4, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective March 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the February 24, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Volleyball Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and ASHLEIGH M. FITZGERALD, (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 McNeese State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2015, and terminating without further notice to COACH on the 28th day of February 2016 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $48,250.00.

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

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

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

8.0 Outside Income—Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Women’s Volleyball camps and/or Women’s 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. (Adopted 2/24/95)

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

“A head coach whose team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall
receive a financial incentive award in the amount of $1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of $200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year.
(a) COACH must be currently employed and was employed 100% of the reported academic year for team’s NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR).

13.0 Women’s Volleyball Staff

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

14.0 Termination

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

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

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

WITNESSES:

[Signatures]

Date 1/30/15
Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach
McNeese State University

[Signature]
Date 2/3/15
Fred Bruce Hemphill, Director of Athletics
McNeese State University

[Signature]
Date 1/22/15
Dr. Philip C. Williams, President
McNeese State University

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

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

ATHLETIC COMMITTEE

February 24, 2015

Item F.2. McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2015.

EXECUTIVE SUMMARY

Under this twelve-month contract, through February 28, 2016, Coach will earn $48,609, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary he would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. Amounts due for the year that come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining due amounts that come due beyond the current University fiscal year, shall be solely funded by the McNeese Athletic Foundation.

If Coach terminates the agreement without cause, Coach would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. No damages shall be due if termination is for just cause.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2015.
February 4, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request of contractual agreement with Ronald P. Savoie, Jr., Head Women’s Soccer Coach, effective March 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the February 24, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Soccer Coach

TERMS OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and RONALD P. SAVOIE, JR. (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 McNeese State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of March 2015, and terminating without further notice to COACH on the 28th day of February 2016 unless extended under the terms of this contract.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $48,609.00.

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

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

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

4.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

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

13.0 Women’s Soccer Staff

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

14.0 Termination

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

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

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

WITNESSES:

[Signatures]

Ronald P. Savoie, Jr., Head Women’s Soccer Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Phillip C. Williams, President
McNeese State University

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

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

ATHLETIC COMMITTEE

February 24, 2015

Item F.3. Nicholls State University’s request for approval of a contract with Mr. Tim Rebowe, Head Football Coach, effective January 6, 2015.

EXECUTIVE SUMMARY

Under the proposed four-year agreement, effective through January 6, 2019, Coach’s annual salary is $110,000 per year. The Colonel Athletic Association will pay Coach an additional $20,000 annually as a supplement to his University salary, and a vehicle allowance of $6,000 annually. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association:

- $5,000 if team wins conference regular season championship
- $1,000 if Conference “Coach of the Year” honors
- $2,500 per victory in the NCAA post season (excluding the national championship)
- $25,000 for winning the FCS National Championship
- For the 2015 season only, $5,000 for a winning season
- For the 2015 season only, $10,000 for winning the Southland Conference Championship
- For the 2016 season and beyond, $2,500 for a winning season

Coach is also eligible to participate and receive incentives as outlined in the Nicholls State University Athletics Incentives for Head Coaches.

In the event University terminates the contract without cause, Coach is entitled to one year of base salary that he would have earned in the last year of his contract. Amounts due for this final year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due for the final year, which come due beyond the current fiscal year, shall be solely funded by the Colonel Athletic Association. If Coach terminates agreement without cause, to become employed as a football coach, Coach would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the last year of the contract.

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 Nicholls State University’s request for approval of a contract with Mr. Tim Rebowe, Head Football Coach, effective January 6, 2015.
February 9, 2015

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

Dear Dr. Woodley:

Nicholls State University respectfully requests consideration and approval of the following to be placed on the agenda for the February 24, 2015, meeting of the Board of Supervisors for the University of Louisiana System:

_Contract of Employment with Head Football Coach_

If you need additional information, please let us know accordingly.

Sincerely,

[Signature]

Bruce T. Murphy  
President

BTM/ad

Enclosure

pc: Dr. Todd Keller, Interim Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Dr. Neal Weaver, Vice President for University Advancement  
Mr. Ronald Rodriguez, Chief Financial Officer  
Mr. Mike Davis, Assistant Vice President for Facilities  
Dr. Brigett Scott, Faculty Senate President  
Mrs. Stacy LeJeune, Internal Auditor
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL

STATE OF LOUISIANA
PARISH OF LAFOURCHE

This agreement is made and entered into on this 6th day of January, 2015, between Nicholls State University through its President, Dr. Bruce Murphy and Mr. Tim Rebowe (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 Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Nicholls State University (the “University”) does hereby employ COACH as head football coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to football which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.

1.2 COACH shall be responsible, and shall report, directly to Nicholls State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of Nicholls State University’s President.
1.3 COACH shall manage and supervise the team and shall perform such other duties in Nicholls State University’s athletic program as the Director may assign.

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

1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on the 6th day of January 2015, and terminating without further notice to COACH on the 6th day of January 2019 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the Nicholls State University president 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, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at Nicholls State 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, and approved by the Board.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate
of $110,000 per year for the term of this agreement, on a bi-weekly basis. In addition, the Colonel Athletic Association has received private donations with the donors’ express intent for the funds to be used to increase COACH’s salary and to pay all related benefits; and after including employer contributions for related benefits of $5,570, the remaining amount to compensate COACH amounts to $20,000 for a total compensation of $130,000.

3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service. If due to economic circumstances COACH receives an annual base pay reduction of 10% or more, COACH may opt out of the contract with no liquidated damage responsibilities to the University. Notice to terminate the contract must be made in writing by COACH within 30 days of the effective date of the reduction in pay.

3.3 The Colonel Athletic Association (CAA) will pay COACH a vehicle allowance of $6,000, annually, in monthly installments of $500 each throughout the term of the agreement.

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 11.

4.0 Incentive Compensation:

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The
supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll.

(a) $5,000 – Conference Regular Season Champions
(b) For 2016 and beyond, $2,500 for a winning season
(c) $1,000 – Conference “Coach of the Year” honors
(d) $2,500 – Per victory in the NCAA post season (excluding the national championship)
(e) $25,000 – Winning the FCS National Championship
(f) For the 2015 season only, $5,000 for a winning season
(g) For the 2015 season only, $10,000 for winning the Southland Conference Championship

4.2 Incentives for Head Coaches: COACH is eligible to participate and receive incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy “Nicholls State University Athletics Incentives for Head Coaches” as long as said policy remains in existence and is active.

5.0 Contracts for Broadcast and/or Telecast

5.1 COACH may host a television show to promote the Nicholls State University football program within the University and/or outside of the University, whichever represents the program in the most professional manner. The show(s) will be coordinated and approved by the Athletic Director. Revenue, if any, from the show will be placed in the football budget. All expenses related to the production of the show shall be the responsibility of the Athletic Department.

5.2 The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions that may arise out of the television show.
6.0 **Camps and Clinics:** COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University.

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 Football season, COACH shall be entitled to a total of twelve (12) tickets per home football game, along with 8 sideline passes for his personal use.

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.

8.2 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 football camps and/or football 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.

8.3 COACH shall report annually in writing to the President through the Assistant Athletic Director for Compliance 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 In accordance with NCAA Constitution 11.1.1 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.

9.2 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/or University regulations.

9.3 COACH bears the responsibility of ensuring that the football team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes.

9.4 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 positive image for the University.

10.0 Football Staff:

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

10.2 COACH is expected to supervise the Football staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA
Constitution 11.1.1.1, Responsibility of head coach. It shall be the responsibility of an institution’s head coach to promote an atmosphere for compliance within the program supervised by the COACH and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

11.0 Termination:

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

11.2 In the event the University terminates the Contract, without cause, the COACH shall be entitled to one year of the base salary that he would have earned in the last year of his contract beginning on the date of termination. Amounts due for this final year which comes due during the Universities current fiscal year ending June 30th shall be paid by the University. The remaining amounts due for the final year, which come due beyond the current University fiscal year, shall be funded solely by the Colonel Athletic Association. The liquidated damages shall be due and payable in the same manner as outlined in section 3.1.

11.3 In the event COACH terminates the Contract without cause to become a football coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a football 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 by the Athletic Director at any time for just cause. Just cause for termination of COACH 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 the University. 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.

11.5 COACH may be terminated at any time due to 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 Vice President of Institutional Advancement and by the Athletic Director to ensure that such activities are in compliance with University policies.

[Signatures]

President, Nicholls State University
Head Football 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
Item F.4. **Southeastern Louisiana University**’s request for approval of an amendment to the contract with Mr. Chet Pobolish, Football Offensive Coordinator, effective October 1, 2014.

**EXECUTIVE SUMMARY**

The University approved a contract with Coach effective October 1, 2014. The University is now requesting that Coach be eligible for additional supplemental pay as recommended by the Head Football Coach, and approved by senior management, which will be paid by the Lion Athletics Association.

**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 an amendment to the contract with Mr. Chet Pobolish, Football Offensive Coordinator, effective October 1, 2014.**
February 5, 2015

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

Re: Athletic Coach Contract Amendments

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract amendments for athletic coaches be placed on the agenda for the February 2015 meeting of the Board of Supervisors:

- Offensive Coordinator, Chet Pobolish ✓
- Defensive Coordinator, Karl Scott

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachments
AMENDMENT TO
CONTRACT OF EMPLOYMENT
OFFENSIVE COORDINATOR FOOTBALL

This is an amendment to the agreement made between Southeastern Louisiana University through its President, Dr. John Crain and Chet Pobolish (hereinafter referred to as ‘OFFENSIVE COORDINATOR’) that was approved by the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University on October 23, 2014.

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

3.2 The OFFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The OFFENSIVE COORDINATOR is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The OFFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the Head Football Coach and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletic Association (LAA).
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
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 24, 2015

Item F.5. Southeastern Louisiana University’s request for approval of an amendment to the contract with Mr. Karl Scott, Football Defensive Coordinator, effective October 1, 2014.

EXECUTIVE SUMMARY

The University approved a contract with Coach effective October 1, 2014. The University is now requesting that Coach be eligible for additional supplemental pay as recommended by the Head Football Coach, and approved by senior management, which will be paid by the Lion Athletics Association.

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 an amendment to the contract with Mr. Karl Scott, Football Defensive Coordinator, effective October 1, 2014.
February 5, 2015

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

Re: Athletic Coach Contract Amendments

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract amendments for athletic coaches be placed on the agenda for the February 2015 meeting of the Board of Supervisors:

- Offensive Coordinator, Chet Pobolish
- Defensive Coordinator, Karl Scott

Your consideration is appreciated.

Sincerely,

[Signature]

John L. Crain
President

Attachments
AMENDMENT TO
CONTRACT OF EMPLOYMENT
DEFENSIVE COORDINATOR FOOTBALL

This is an amendment to the agreement made between Southeastern Louisiana University through its President, Dr. John Crain and Karl Scott (hereinafter referred to as ‘DEFENSIVE COORDINATOR’) that was approved by the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University on October 23, 2014.

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

3.2 The DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The DEFENSIVE COORDINATOR is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The DEFENSIVE COORDINATOR may also be eligible for additional supplemental pay as recommended by the Head Football Coach and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletic Association (LAA).
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
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 24, 2015

Item F.6. University of Louisiana at Monroe’s request for approval of an amendment to the contract with Mr. Todd Berry, Head Men’s Football Coach, effective January 1, 2014.

EXECUTIVE SUMMARY

In January of 2013, the University approved a housing allowance for Coach. This amendment provides that, during his employment as Coach, he shall receive a housing allowance of $40,000 plus applicable benefits, to be paid in equal monthly amounts.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of an amendment to the contract with Mr. Todd Berry, Head Men’s Football Coach, effective January 1, 2014.
February 4, 2015

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

Dear Dr. Woodley:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract addendum for Mr. Todd Berry, Head Football Coach.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
EMPLOYMENT AGREEMENT

HEAD FOOTBALL COACH

CONTRACT ADDENDUM

This Contract Addendum, retroactive to January 1, 2014, hereby defines the terms of the Housing Allowance found in Section 3.1 of Employment Agreement that went into effect January 1, 2013. This Contract Addendum, as stated below, shall supersede and replace original language found within the Housing Allowance section. All of the terms of the Employment Contract remain as first written unless modified in the Contract Addendum.

Housing Allowance

During his employment as COACH of the University’s Football team, the COACH shall receive a housing allowance of $40,000 plus applicable benefits, to be paid in equal monthly amounts.

Melissa Sillers
Kathy Matterson

Dr. Nick Bruno
President

Brian Wickstrom
Director of Athletics

Todd Berry
Head Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Witness: Alex Ware

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

ATHLETIC COMMITTEE

February 24, 2015


EXECUTIVE SUMMARY

Sackos vs. National Collegiate Athletic Association (NCAA) et al. is a federal lawsuit in which the Plaintiff alleges that Division I athletes qualify for minimum wage and overtime as employees under the Fair Labor Standard Act (FLSA). The case was filed in federal court in Indianapolis. All Division I schools are named as Defendants, including all of Louisiana’s public Division I universities.

The NCAA has coordinated a national defense for all Division I schools through the law firm of Littler Mendelson. The NCAA has agreed to pay the legal fees for the national defense team to file a motion to dismiss the lawsuit based upon several technical defenses. The NCAA has offered all Division I schools an opportunity to join the national defense through Littler Mendelson for purposes of the motion to dismiss at no cost.

If the initial motion to dismiss is unsuccessful, the NCAA will provide the schools an opportunity to continue with the joint defense on a cost sharing basis or withdraw from the joint defense and continue with their own separate counsel. Presently, over 100 public and private universities have joined the NCAA joint defense.

Outside legal counsel recommends that the Board adopt the proposed resolution which would allow the President of the System to execute all agreements necessary to join the NCAA joint defense through the firm of Littler Mendelson.

RECOMMENDATION

The staff recommends approval of this item and adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System approve a Resolution to join the NCAA Joint Defense re Samantha Sackos vs. National Collegiate Athletic Association et al., Civic Action No. 14-1710, U.S. District Court, Southern District of Indiana.