AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*11:15 a.m., Thursday, April 23, 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 February 24, 2015 Committee Meeting
D. Consent Agenda:

Board Agenda Item F.1.

Grambling State University’s request for approval of a contract with Ms. Nadine Domond, Head Women’s Basketball Coach, effective July 29, 2015.

Board Agenda Item F.2.

Grambling State University’s request for approval of a contract with Mr. Shawn Walker, Head Men’s Basketball Coach, effective July 29, 2015.

Board Agenda Item F.3.

Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2015.
Board Agenda Item F.4.

Southeastern Louisiana University’s request for approval of a contract with Mr. Chet Pobolish, Football Offensive Coordinator, effective July 1, 2015.

F. Other Business

G. Adjournment
CONSENT ITEMS
Item F.1. Grambling State University’s request for approval of a contract with Ms. Nadine Domond, Head Women’s Basketball Coach, effective July 29, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through July 29, 2016, Coach’s annual salary is $120,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that she would have earned for the remainder of the contract year. In the event Coach terminates the contract without cause to become a women’s basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount of base salary for the contract year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a contract with Ms. Nadine Domond, Head Women’s Basketball Coach, effective July 29, 2015.
CONTRACT OF EMPLOYMENT
HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 29th day of July 2015, between Grambling State University and through its President, Dr. Cynthia Warrick and Nadine Domond (hereafter 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 Grambling 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 The Grambling State 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 Grambling 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 Grambling State University’s President.
1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University’s athletic program as the Director may assign.
1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

2.0 Term
2.1 The term of this agreement is for a fixed period of twelve months, commencing on the 29th day of July, 2015 and terminating without further notice to COACH on the 29th day of July 2016, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at Grambling State University.
Nadine Domond Contract

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 $120,000 per year for the term of this agreement, payable on a 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 11.

4.0 Contracts for Broadcast and/or Telecast
4.1 COACH may host a television/radio show to promote the Grambling State University Women's Basketball Team.
4.2 It is specifically agreed that in the filming or producing of such television shows, 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/radio show.
b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
c) Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
d) The COACH agrees to protect, indemnify and save harmless the University from and against any 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 which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio 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 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/radio show.

5.0 Camps and Clinics
Nadine Domond Contract

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.

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, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

      1.0 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.

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

   d) The COACH’s schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.

      1.0 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps.

   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 which arise out of COACH’s gross negligence or willful misconduct 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.
Nadine Domond Contract

environment and the character of a State institution which makes its facilities open to persons without discrimination.

h) The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of 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 her operation of women's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic 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 Apparel, Equipment Endorsements
8.1 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 shoe, apparel or equipment manufacturers. 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. Such contracts shall not conflict with any existing contractual obligations of the University.

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. 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, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, she shall at all times conduct herself in a manner that
Nadine Domond Contract

benefits a University official and shall always attempt to create goodwill and a good image for the University.

10.0 Basketball Staff

10.1 COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games and related activities, as long as such schedules are approved by the Athletic Director and complies with all University policies and procedures.

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 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 the base salary that he/she would have earned for the remainder of the contract year.

11.3 In the event COACH terminates the Contract without cause to become a women's basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that she would have earned in the contract year. 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 women's basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the 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 her 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 university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
Nadine Domond Contract

11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

__________________________  ______________________________
Nadine Domond                  Dr. Cynthia Warrick
Head Women’s Basketball Coach   Interim President
Grambling State University     Grambling State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ______ day of ________________, 2015,

______________________________
President of the University of Louisiana System

______________________________
Chair of the ULS Board of Supervisors
Item F.2. Grambling State University’s request for approval of a contract with Mr. Shawn Walker, Head Men’s Basketball Coach, effective July 29, 2015.

EXECUTIVE SUMMARY

Under the one-year agreement, effective through July 29, 2016, Coach’s annual salary is $120,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the contract year. In the event Coach terminates the contract without cause to become a men’s basketball coach, Coach would be liable to the University for liquidated damages of 50 percent of the amount of base salary for the contract year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a contract with Mr. Shawn Walker, Head Men’s Basketball Coach, effective July 29, 2015.
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 29th day of July 2015, between Grambling State University and through its President, Dr. Cynthia Warrick and Shawn Walker (hereafter 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 Grambling 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 The Grambling State 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 Grambling 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 Grambling State University’s President.
1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University’s athletic program as the Director may assign.
1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

2.0 Term
2.1 The term of this agreement is for a fixed period of twelve months, commencing on the 29th day of July, 2015 and terminating without further notice to COACH on the 29th day of July 2016, unless extended under the terms of this agreement.
2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at Grambling State University.
Shawn Walker Contract

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 $120,000 per year for the term of this agreement, payable on a 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 11.

4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a television/radio show to promote the Grambling State University Men’s Basketball Team.

4.2 It is specifically agreed that in the filming or producing of such television shows, 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/radio show.

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

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

   d) The COACH agrees to protect, indemnify and save harmless the University from and against any 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 which arise out of COACH’S gross negligence or willful misconduct resulting from said television/radio 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 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/radio show.

5.0 Camps and Clinics
Shawn Walker Contract

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.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions 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, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

1.0 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.

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

d) The COACH’s schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.

1.0 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps.

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 which arise out of COACH’s gross negligence or willful misconduct 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.
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 men’s basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
   7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletic 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 Apparel, Equipment Endorsements
   8.1 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 shoe, apparel or equipment manufacturers. 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. Such contracts shall not conflict with any existing contractual obligations of the University.

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. 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, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
Shawn Walker Contract

10.0 Basketball Staff

10.1 COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games and related activities, as long as such schedules are approved by the Athletic Director and complies with all University policies and procedures.

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 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 the base salary that he/she would have earned for the remainder of the contract year.

11.3 In the event COACH terminates the Contract without cause to become a men's basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the contract year. 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 the 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 university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.

11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure)
Shawn Walker Contract

preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

[Signature]
Shawn Walker
Head Men's Basketball Coach
Grambling State University

[Signature]
D. Cynthia Warrick
Interim President
Grambling State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of ______________, 2015,

____________________________________
President of the University of Louisiana System

____________________________________
Chair of the ULS Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 23, 2015

Item F.3. Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through May 31, 2016, Coach’s annual salary is $48,856, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The Lion Athletic Association will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- $2,000--for each round advanced NCAA Tournament
- $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
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Jason Hayes, Head Women’s Tennis Coach, effective June 1, 2015.
April 1, 2015

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

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contracts for athletics coaches be put on the agenda for the April 2015 meeting of the Board of Supervisors.

   Head Women’s Tennis Coach – Jason Hayes  
   Offensive Coordinator Football- Chet Pobolish

Sincerely,

John L. Crain  
President

Attachments
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S TENNIS COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

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

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

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

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its
1.5 COACH shall schedule an appropriate number of guarantee WOMEN’S TENNIS games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN’S TENNIS schedule.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of June, 2015 and terminating without further notice to COACH on the 31st day of May, 2016 unless extended under the terms of this agreement.

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

3.0 Compensation

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

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

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

5.0 Contracts for broadcast and/or telecast

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

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

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

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

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

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

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

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

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

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

12.0 Termination

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

12.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will owe the University $15,000. If COACH terminates this contract for any other reason than becoming employed as a Division I Head Tennis coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.
12.3 COACH may be terminated by the DIRECTOR for cause at any time for:

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY’s athletics program undergoes a division reclassification. In the event of such termination,
COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

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

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

13.0 Fundraising

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

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

15.0 Severability

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

PRESIDENT - Dr. John Crain 3/27/15
Southeastern Louisiana University

Jay Artigues 3/26/15
DIRECTOR OF ATHLETICS

Jason Hayes 3/25/15
HEAD WOMEN’S TENNIS COACH

PRESIDENT 3/27/15
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

Admin Initial  Coach Initial
AGREEMENT
HEAD WOMEN’S TENNIS COACH

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

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN’S TENNIS coach. To that end, the Lion 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 WOMEN’S TENNIS Coach in the amount as per paragraph 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

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

[Signature]  3/27/15  
PRESIDENT -Dr. John Crain  
Southeastern Louisiana University

[Signature]  3/26/15  
Jay Artigues  
ATHLETICS DIRECTOR

[Signature]  3/25/15  
Jason Hayes  
HEAD WOMEN’S TENNIS COACH

[Signature]  3/22/15  
PRESIDENT  
LION ATHLETICS ASSOCIATION

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

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

ATHLETIC COMMITTEE

April 23, 2015

Item F.4. Southeastern Louisiana University’s request for approval of a contract with Mr. Chet Pobolish, Football Offensive Coordinator, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2016, Coach’s annual salary is $70,000. 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. The University is also 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. Coach may also be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available).

In the event the University terminates the contract without cause, Coach shall be entitled to remaining amount of compensation due to Coach through the last day of the contract.

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

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. Chet Pobolish, Football Offensive Coordinator, effective July 1, 2015.
April 1, 2015

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

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contracts for athletics coaches be put on the agenda for the April 2015 meeting of the Board of Supervisors.

Head Women’s Tennis Coach – Jason Hayes  
Offensive Coordinator Football- Chet Pobolish

Sincerely,

[Signature]

John L. Crain  
President

Attachments
CONTRACT OF EMPLOYMENT
OFFENSIVE COORDINATOR FOOTBALL

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as OFFENSIVE COORDINATOR for FOOTBALL and OFFENSIVE COORDINATOR does hereby accept employment and agrees to perform all of the services pertaining to FOOTBALL which is required of OFFENSIVE COORDINATOR, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletic Director ("DIRECTOR").

1.2 OFFENSIVE COORDINATOR shall be responsible, and shall report, directly to the HEAD FOOTBALL COACH and shall confer with the HEAD FOOTBALL COACH or the HEAD FOOTBALL COACH’S designee on all administrative and technical matters. OFFENSIVE COORDINATOR shall also be under the general supervision of the UNIVERSITY’s Athletic Director and President.

1 Coach Initial: Admin Initial: 
1.3 OFFENSIVE COORDINATOR agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.

1.4 OFFENSIVE COORDINATOR shall inform the HEAD FOOTBALL COACH 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.)

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2015 and terminating without further notice to OFFENSIVE COORDINATOR on the 30th day of June 2016 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of OFFENSIVE COORDINATOR’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay OFFENSIVE COORDINATOR a
base annual salary of $70,000 for the term of this agreement on a bi-weekly basis.

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 Athletics Association (LAA).

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit
(a) OFFENSIVE COORDINATOR 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 OFFENSIVE COORDINATOR shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to OFFENSIVE COORDINATOR. The arrangements for a vehicle may be made by the Athletic Director.
(b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the OFFENSIVE COORDINATOR, or some other arrangement agreed to by the Athletic Director.
(c) The OFFENSIVE COORDINATOR may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V (2a). The OFFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each FOOTBALL season, OFFENSIVE COORDINATOR shall be entitled to
a total of ten (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The OFFENSIVE COORDINATOR 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. OFFENSIVE COORDINATOR shall be entitled to retain revenue generated from FOOTBALL camps and/or FOOTBALL clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

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

6.0 Compliance with NCAA, Conference and University Rules

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

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

6.3 OFFENSIVE COORDINATOR must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Termination

7.1 Prior to the termination of OFFENSIVE COORDINATOR, University will obtain approval from the President of the University of Louisiana System. The HEAD FOOTBALL COACH may recommend such termination to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract, without cause, the OFFENSIVE COORDINATOR 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.

7.2 OFFENSIVE COORDINATOR may be terminated by the HEAD FOOTBALL COACH for cause at any time for:

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

7.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of OFFENSIVE COORDINATOR 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.

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

7.5 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL 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, OFFENSIVE COORDINATOR will receive a 90 calendar day notice of
termination or the number of days remaining on the current contract, whichever is less. In lieu of such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

7.6 OFFENSIVE COORDINATOR 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, OFFENSIVE COORDINATOR shall be entitled to a 90 calendar day notice of termination or the number of days remaining on the current contract, whichever is less. In lieu of such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

8.0 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.
9.0 Severability

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

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
DIRECTOR OF ATHLETICS

Chet Pobolish
OFFENSIVE COORDINATOR-FOOTBALL

PRESIDENT
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

8 Coach Initial: Admin Initial: