AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:40 a.m., Thursday, August 27, 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. 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 June 25, 2015 Committee Meeting

D. Consent Agenda:

Board Agenda Item F.1.

Louisiana Tech University’s request for approval of a contract with Mr. Eric Konkol,
Head Men’s Basketball Coach, effective May 18, 2015.

Board Agenda Item F.2.

Northwestern State University’s request for approval of a contract with Mr. Sean
Kiracofe, Head Women’s Volleyball Coach, effective April 13, 2015.

Board Agenda Item F.3.

Northwestern State University’s request for approval of a contract with Mr. Donald
Pickett, Head Softball Coach, effective July 1, 2015.
Board Agenda Item F.4.

Northwestern State University’s request for approval of a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.

Board Agenda Item F.5.

Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.

Board Agenda Item F.6.

Southeastern Louisiana University’s request for approval of a contract with Mr. James Riser, Head Men’s Baseball Coach, effective July 1, 2015.

Board Agenda Item F.7.

University of Louisiana at Lafayette’s request for approval of the second contractual amendment with Mr. Mark Hudspeth, Head Football Coach, effective July 29, 2015.

Board Agenda Item F.8.

University of Louisiana at Lafayette’s request for approval of a contractual amendment with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective July 23, 2015.

Board Agenda Item F.9.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2015.

Board Agenda Item F.10.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2015.

Board Agenda Item F.11.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Ryan Cross, Assistant Basketball Coach, effective September 1, 2015.
Board Agenda Item F.12.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Keith Richard, Head Men’s Basketball Coach, effective September 1, 2015.

Board Agenda Item F.13.

University of New Orleans’ request for approval of a contract with Mr. Michael Blake Dean, Head Men’s Baseball Coach, effective August 1, 2015.

Board Agenda Item F.14.

University of New Orleans’ request for approval of contractual amendments with Mr. Derek Morel, Athletic Director, effective July 1, 2015.

Board Agenda Item F.15.

University of New Orleans’ request for approval of a contractual amendment with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2015.

E. Other Business

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

ATHLETIC COMMITTEE

August 27, 2015

Item F.1. Louisiana Tech University’s request for approval of a contract with Mr. Eric Konkol, Head Men’s Basketball Coach, effective May 18, 2015.

EXECUTIVE SUMMARY

This agreement is for the period from May 18, 2015 through March 31, 2020. During this period Coach will receive an annual base salary of $150,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of $250,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

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

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

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

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

- Maximum payable under these provisions during each basketball season is $200,000.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).
In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2016, Coach shall be liable to the Foundation for liquidated damages in the amount of $375,000.
- If prior to April 1, 2017, Coach shall be liable to the Foundation for liquidated damages in the amount of $325,000.
- If prior to April 1, 2018, Coach shall be liable to the Foundation for liquidated damages in the amount of $300,000.
- If prior to April 1, 2019, Coach shall be liable to the Foundation for liquidated damages in the amount of $200,000.
- If prior to April 1, 2020, Coach shall be liable to the Foundation for liquidated damages in the amount of $100,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of a contract with Mr. Eric Konkol, Head Men’s Basketball Coach, effective May 18, 2015.
July 23, 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 for your review are 5 originals of the Contract of Employment between Eric Konkol, head coach of the men’s basketball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is May 18, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 27, 2015 meeting.

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining 4 originals to me for distribution to Coach Konkol, the University, the Foundation, and Coach Konkol’s attorney.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Leslie K. Guice,
President

Enclosures
TO: Dr. Les Guice
FROM: Jennifer Riley
DATE: July 7, 2015
RE: Contract of Employment: Eric Konkol, Head Men's Basketball Coach

Please find attached for your review 5 originals of the Contract of Employment between Eric Konkol, head coach of the men's basketball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation.

Should you approve of the terms of the contract, please sign all 5 copies and send to the Board of Supervisors for placement on the August 27 meeting. I have enclosed a summary of the most pertinent terms of the contract.

Also attached is a proposed cover letter which may accompany the contract to the board office. I have emailed a draft of the letter to Carrie and Dora so that they may amend as necessary.

I have emailed the draft of the contract along with the summary of the contract to Bruce Janet at the board office for his prior approval.

Please let me know if you have any questions or concerns.
Summary of Contract of Employment between LA Tech and Eric Konkol, Head Men’s Basketball Coach

Coach will earn $400,000 per year with $150,000 paid by the University and $250,000 paid by the Louisiana Tech University Foundation. The portion paid by the Foundation will be paid to Coach in his capacity as an independent contractor for his role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. The term of the contract spans from May 18, 2015 through March 31, 2020.

Coach shall be entitled to supplemental pay from the Foundation for the following exemplary performance:

- Any, some, or all of the following three accomplishments shall entitle Coach to a supplemental payment of $25,000: regular season conference champion, conference tournament champion, at-large NCAA tournament participation. These supplemental payments are capped at $50,000.
- Coach shall be entitled to a supplemental payment of $15,000 if the men’s basketball team participates in the National Invitation Tournament.
- Coach shall be entitled to a $10,000 additional supplemental payment if the team reaches the Final 4 of the National Invitation Tournament.
- Coach shall be entitled to cumulative supplemental payments for the following accomplishments:
  1. Sweet 16 appearance in the NCAA tournament = $25,000
  2. Elite 8 appearance in the NCAA tournament = $25,000
  3. Final 4 appearance in the NCAA tournament = $50,000
  4. Men’s NCAA champion = $50,000

The maximum supplemental pay Coach may earn during each basketball season is $200,000.

Coach may operate camps as an independent contractor and must adhere to the Policy for Use of Campus Facilities.

Coach shall have a salary pool of $450,000 to hire a men’s basketball staff consisting of three assistant coaches and one basketball operations employee. Coach shall be authorized to guarantee supplemental incentive of $10,000 each if the men’s basketball team reaches the NCAA tournament and $5,000 each if the team reaches the NIT Tournament. Supplemental incentives shall be paid solely from the athletic funds held by the Foundation.

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, subject to Coach’s duty to mitigate his damages. In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2016, Coach shall pay liquidated damages of $375,000;
- If prior to April 1, 2017, Coach shall pay liquidated damages of $325,000;
- If prior to April 1, 2018, Coach shall pay liquidated damages of $300,000;
- If prior to April 1, 2019, Coach shall pay liquidated damages of $200,000;
- If prior to April 1, 2020, Coach shall pay liquidated damages of $100,000.
If the contract is terminated for just cause, neither the University nor the Foundation shall be liable for any payments or benefits after the date of termination, except for amounts previously earned but not yet paid.
CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this __th__ day of __July__, 2015, and shall have retroactive effect to May 18, 2015, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) and through its President, Dr. Leslie K. Guice, and Eric G. Konkol (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF MEN'S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as men’s basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men’s basketball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on the 18th day of May, 2015, and ending on the 31st day of March, 2020. For purposes of this agreement, contract year one shall commence May 18, 2015, and end March 31, 2016. Contract year two and each following contract year shall begin on April 1st and end on March 31st of the following calendar year.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH’s service pursuant to this agreement count in any way toward tenure at 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 approval by the BOARD.

3.0 Compensation

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

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of $250,000 annually, to be made in equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

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

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

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

4.0 Employee Benefits

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

5.0 Performance Incentives – Athletic Performance Goals

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

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

1. Regular season conference champion;

2. Conference tournament champion;

3. At-large NCAA tournament participation.

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

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

COACH shall be entitled to cumulative supplemental payments for the following accomplishments:

1. Sweet 16 appearance in the NCAA tournament = $25,000
2. Elite 8 appearance in the NCAA tournament = $25,000
3. Final 4 appearance in the NCAA tournament = $50,000
4. Men’s NCAA champion = $50,000

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH’s official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable
efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

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

9.0 Compliance with NCAA, Conference and University Rules

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

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

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no
further financial obligation or penalty to COACH.

10.0 Men’s Basketball Staff

COACH may make hiring decisions regarding assistant basketball coaches and a basketball operations employee in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the men’s basketball staff will be $450,000, such staff consisting of three assistant coaches and a basketball operations employee. As performance incentives for his three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of $10,000 each if the men’s basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of $5,000 each if the men’s basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech University Foundation.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to COACH.
The FOUNDATION’s obligation to pay COACH’s Guaranteed Compensation for the remainder of the term of the contract shall be subject of COACH’s duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

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

- If prior to April 1, 2016, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $375,000, to be paid within two (2) weeks from the termination;
- If prior to April 1, 2017, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $325,000, to be paid within two (2) weeks from the termination date;
- If prior to April 1, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $300,000 to be paid within two (2) weeks of the date of termination;
- If prior to April 1, 2019, COACH shall be liable to the FOUNDATION for
liquidated damages in the amount of $200,000 to be paid within two (2) weeks of the date of termination;

- If prior to April 1, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $100,000 to be paid within two (2) weeks of the date of termination;

11.3 Just cause for termination of COACH by the UNIVERSITY shall include the following: conduct of COACH seriously prejudicial to the best interests of the University or its athletic program, substantial and manifest incompetence, conviction of state or federal offenses (excluding minor traffic offenses or non-criminal offenses), which significantly damages the University’s reputation, or deliberate and serious violations of NCAA, conference, or University or the Department of Intercollegiate Athletics’ rules, regulations, or policies or procedures. No damages shall be due if termination is for just cause.

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

11.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an
annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

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

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

12.0 Invalid Provisions

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

13.0 Notice Provision

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

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:
Tommy McClelland  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Louisiana Tech University  
Ruston, LA 71272  

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

AND  

Steve Davison, President  
Louisiana Tech University  
Foundation  
207 W. Alabama  
Ruston, LA 71270  

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

Eric G. Konkol  
3008 English Turn  
Ruston, LA 71270  

With copy to:  
Joey McCutchen  
McCutchen Buckley – The Law Firm  
P.O. Box 1971  
Fort Smith, AR 72902-1971  

14.0 Merger Clause/No Oral Modification  

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

SIGNATURE PAGE

[Signature]
LESLIE K. GUICE
PRESIDENT
LOUISIANA TECH UNIVERSITY

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

[Signature]
ERIC G. KÖNKOLO
MEN'S BASKETBALL HEAD COACH

[Signature]
STEVE DAVISON
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the __________ day of ______________________, 2015.

__________________________________________
Dr. Sandra K. Woodley
President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.2. Northwestern State University’s request for approval of a contract with Mr. Sean Kiracofe, Head Women’s Volleyball Coach, effective April 13, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of April 13, 2015 through April 30, 2018, the Coach’s salary for each year is $55,000, payable in 26 equal installments. During the time of employment as head coach, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

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

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

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s volleyball team in NCAA Tournament competition as follows:
  - Coach will receive $5,000 should his team advance from a first-round regional to the “Sweet 16” in the NCAA Tournament;
  - Coach will receive $10,000 should his team advance to the Final Four of the NCAA Tournament; and
  - Coach will receive $15,000 for winning the NCAA Tournament.
Coach shall receive $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”

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

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

In the event Coach terminates the agreement to take another collegiate coaching position, Coach would be liable to the University for liquidated damages in the following manner:

- If after April 30, 2015 but before April 30, 2016 – $20,000
- If after April 30, 2016 but before April 30, 2017 – $10,000
- If after April 30, 2017 but before April 30, 2018 – $5,000

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Sean Kiracofe, Head Women’s Volleyball Coach, effective April 13, 2015.
July 21, 2015

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

Re: Head Women’s Volleyball Coach Contract - Sean Kiracofe

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract for Head Women’s Volleyball Coach - Sean Kiracofe to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

James B. Henderson  
President

JBH/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT

for SEAN KIRACOF

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 27th day of August, 2015, by and between Northwestern State University (hereinafter "University") represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Sean Kiracofe, Head Women’s Volleyball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University 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.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

2. TERM

   The employment under the terms of this contract shall be for the period April 13, 2015 to April 30, 2018, subject to approval of the University Of Louisiana Board Of Supervisors. 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 all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.

3. UNIVERSITY SALARY
NSU Women’s Volleyball Coach Contract
Sean Kiracofe
Page 2

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract
Fifty-five Thousand ($55,000) Dollars payable in 26 equal installments:

Second Year of Contract
Fifty-five Thousand ($55,000) Dollars payable in 26 equal installments:

Third Year of Contract
Fifty-five Thousand ($55,000) Dollars payable in 26 equal installments.

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

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

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

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

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

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

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

6. FOUNDATION SERVICES

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

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

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

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

- **COACH** will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s volleyball team in NCAA Tournament competition as follows:
  
  - **COACH** will receive $5,000 should his team advance from a first-round regional to the “Sweet 16” in the NCAA Tournament;
  
  - **COACH** will receive $10,000 should his team advance to the Final Four of the NCAA Tournament; and
  
  - **COACH** will receive $15,000 for winning the NCAA Tournament.

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

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

7. **OUTSIDE INCOME**

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

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

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

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

9. TERMINATION

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

- If after April 30, 2015 but before April 30, 2016 – Twenty-Thousand ($20,000) Dollars
- If after April 30, 2016 but before April 30, 2017 – Ten-Thousand ($10,000) Dollars
- If after April 30, 2017 but before April 30, 2018 – Five-Thousand ($5,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University.

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

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

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
• Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
• Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
• Substantial and manifest incompetence.
• Violation or gross disregard of state or federal laws.
• Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
• Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
• Unethical conduct pursuant to NCAA 10.1.

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

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **UNIVERSITY FUNDRAISING**

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

12. **AMENDMENT Extension**

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

13. **SEVERABILITY**

   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.

14. **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.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

[Signature]

SEAN KIRACOFE, Head Coach

BY

[Signature]

GREGORY S. BURKE, Director of Athletics

BY

[Signature]

KENNY KNOTTS, President
Demons Unlimited Foundation

BY

[Signature]

DR. JAMES HENDERSON, President
Northwestern State University

BY

[Signature]

DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
Item F.3. Northwestern State University’s request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of July 1, 2015 through June 30, 2020, the Coach’s salary for each year is $61,000, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a living stipend of $719 per month on an as funds available basis.

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

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advance of the softball team in NCAA postseason competition as follows:
  - $7,500 if NSU team should advance to an NCAA Super Regional.
  - $10,000 if NSU team should advance to the College World Series.
  - $15,000 if NSU team should win the NCAA national championship.

- Coach will receive $1,500 for promotional appearances/activities in the event he is selected as “Southland Conference or Louisiana Coach of the Year.”
Coach is also eligible to receive a $1,000 payment in the event the team achieves “academic success” as defined by University Athletic Department policy. This payment will be for use of the Coach’s name and likeness in Foundation material or literature promoting the academic achievements of the team.

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

- If after June 30, 2015 but before June 30, 2016 – $6,000
- If after June 30, 2016 but before June 30, 2017 – $6,000
- If after June 30, 2017 but before June 30, 2018 – $6,000
- Thereafter – No buyout

Should Coach terminate the agreement without cause to make a professional move to the University of Tennessee-Chattanooga, he would be liable to the University for liquidated damages in the amount of $5,000 for years one through three, but there would be no buyout for years four and five.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2015.**
July 21, 2015

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

Re: Head Softball Coach - Donald Pickett, Contract Extension

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract extension for Head Softball Coach - Donald Pickett to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

James B. Henderson
President

JBH/pc

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for DONALD PICKETT

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 27th day of August, 2015, by and between Northwestern State University (hereinafter “University”) represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Donald Pickett, Head Softball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University 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.

WITNESSETH:

WHEREAS, the University requires the services of a Head Softball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Donald Pickett as Head Softball Coach at Northwestern State University, and Donald Pickett does hereby accept said employment and agrees to perform all those services pertaining to Head Softball Coach as prescribed by the University through the President and the Director of Athletics.

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period July 1, 2015 to June 30, 2020, subject to approval of the University of Louisiana Board of Supervisors. 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 all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.
3. UNIVERSITY SALARY

The University shall pay the Coach an annual salary payable in 26 equal installments as follows:

First Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Second Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Third Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Fourth Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

Fifth Year of Contract
Sixty-One Thousand Dollars ($61,000) payable in 26 equal installments:

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

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

5.2 Private Camps

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

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

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

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational
NSU Softball Coach Contract
Donald Pickett
Page 4

campus environment and the character of a State institution which makes
its facilities open to persons without discrimination.
c. The Director of Intercollegiate Athletics will be the administrative officer of the
University who will be advised by the Coach of any problems or questions which may
arise out of the operation of summer camps.

6. FOUNDATION SERVICES

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

- COACH will receive a living stipend of $719 per month on an as funds available basis;
- COACH will receive $2,000 for promotional appearances in the event he wins the
  regular season conference championship or if his team is selected to play in the NCAA
  Regionals;
- COACH will receive use of a cell phone, including data and texting plan, with an
  approximate annual value of $1,000;
- COACH will receive additional payment for marketing, promotional and fundraising
  opportunities that result from the advance of the softball team in NCAA postseason
  competition as follows:
    o $7,500 should NSU advance to an NCAA Super Regional;
    o $10,000 should NSU advance to the College World Series;
    o $20,000 should NSU win the NCAA national;
- COACH will receive $1,500 for promotional appearances/activities in the event he is
  selected as “Southland Conference or Louisiana Coach of the Year.”
- COACH is also eligible to receive a $1,000 payment in the event the team achieves
  “academic success” as defined by University Athletic Department policy. This
  payment will be for use of the Coach’s name and likeness in Foundation material or
  literature promoting the academic achievements of the team.

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such
activities are independent of his University employment and the University shall have no
responsibility for any claims arising there from. All outside income will be subject to approval in
accordance with the Board of Supervisors for the University of Louisiana System policies.
Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

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

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

9. TERMINATION

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

- If after June 30, 2015 but before June 30, 2016 - Six-Thousand ($6,000) Dollars
- If after June 30, 2016 but before June 30, 2017 - Six-Thousand ($6,000) Dollars
- If after June 30, 2017 but before June 30, 2018 - Six-Thousand ($6,000) Dollars
- If after June 30, 2018 but before June 30, 2019 - No buyout
- If after June 30, 2019 but before June 30, 2020 - No buyout.

Should Coach Pickett terminate the Contract without cause to make a professional move to the University of Tennessee-Chattanooga, he would be liable to the University for liquidated damages in the amount of Five-Thousand ($5,000) Dollars for years one through three but there would be no buyout for years four and five.

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University.
NSU Softball Coach Contract
Donald Pickett
Page 6

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

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

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Violation or gross disregard of state or federal laws.
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

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

10. **ASSOCIATE/ASSISTANT COACHES**

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

11. **UNIVERSITY FUNDRAISING**

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

12. **AMENDMENT Extension**

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

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.

14. **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.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY Donald Pickett
DONALD PICKETT, Head Coach

BY GREGORY S. BURKE, Director of Athletics

BY KENNY KNOTTS, President
Demons Unlimited Foundation

BY DR. JAMES HENDERSON President
Northwestern State University

BY DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.4. Northwestern State University’s request for approval of a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 1, 2015 through April 30, 2020, the Co-Coach’s salary for each year is $85,000, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for her appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of $2,313 per month on an as funds available basis, retroactive to the start date of this contract.

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

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

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

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA or NIT tournament competition as follows:
Executive Summary
August 27, 2015
Page 2

- Coach will receive $5,000 for each round her NSU team wins in the NCAA/NIT tournament;
- Coach will receive $7,500 should her team advance to the “Sweet 16” in either the NCAA or NIT tournament or in the semi-finals/finals of another postseason tournament;
- Coach will receive $10,000 for each round her team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
- Coach will receive $25,000 for winning the NCAA or NIT Tournament.

- Coach shall receive $1,500 for promotional and/or appearances should she be selected as “Southland Conference or Louisiana Coach of the Year.”
- Coach is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.
July 21, 2015

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

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

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract extension for Co-Head Women’s Basketball Coach Contract Amendment - Brooke Stoehr to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

James B. Henderson
President

JBH/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for BROOKE STOEHR

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 27th day of August, 2015, by and between Northwestern State University (hereinafter "University") represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Brooke Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University 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.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

1.4. The Athletic Department offers assurance that Cost of Attendance (COA) will be offered for all scholarship women’s basketball student-athletes in an amount per student-athlete of $2,000 commencing with the 2016-17 academic year and for every year thereafter.

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2015 to April 30, 2020, subject to approval of the University Of Louisiana Board Of Supervisors. 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 all the parties and approved by the Board. This agreement in no way
grants the Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:

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

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

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

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

**Fifth Year of Contract**
Eighty-five Thousand ($85,000) Dollars payable in 26 equal installments.

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

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

   a. All revenues from university camps/clinics will be deposited into Coach Stoehr’s university camp budget. After all expenses are met, Coach Stoehr may be compensated up to the amount of surplus remaining in the account, or use the profits to pay her assistant coaches, supplement her university women’s basketball operating budget, or a combination of the three, at her discretion.
b. Camps operated through the university camp budget will not be subject to facility fees.

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

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

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

5.2 Private Camps

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

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

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

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

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

6. FOUNDATION SERVICES

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

- COACH will receive a housing stipend of $2,313 per month on an as funds available basis, retroactive to the date reflected in Section 2 (Term) of this contract.

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

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

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

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

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

- COACH will receive $25,000 for winning the NCAA Tournament/NIT.

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

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

7. OUTSIDE INCOME

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

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

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

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

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

9. TERMINATION

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

- If after April 30, 2015 but before April 30, 2016 – Twenty-Five Thousand ($25,000) Dollars
- If after April 30, 2016 but before April 30, 2017 – Ten Thousand ($10,000) Dollars
- If after April 30, 2017 – No amount due.
- If after April 30, 2018 – No amount due.
- If after April 30, 2019 – No amount due

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University.

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

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

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Violation or gross disregard of state or federal laws.
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

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

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

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

13. SEVERABILITY

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.

14. FORCE MAJEURE

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

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY [Signature]
BROOKE STOEHR, Co-Head Coach

BY [Signature]
GREGORY S. BURKE, Director of Athletics

BY [Signature]
KENNY KNOTTS, President
Demons Unlimited Foundation

BY [Signature]
DR. JAMES HENDERSON, President
Northwestern State University

BY [Signature]
DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.5. Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 1, 2015 through April 30, 2020, the Co-Coach’s salary for each year is $46,500, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of $1,116 per month on an as funds available basis, retroactive to the start date of this contract.

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

- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women’s basketball team in NCAA or NIT tournament competition as follows:
  - Coach will receive $5,000 for each round his NSU team wins in the NCAA/NIT tournament;
  - Coach will receive $7,500 should his team advance to the “Sweet 16” in either the NCAA or NIT tournament or in the semi-finals/finals of another postseason tournament;
  - Coach will receive $10,000 for each round his team wins beyond the round of “Sweet 16” in either the NCAA or NIT tournament; and
  - Coach will receive $25,000 for winning the NCAA or NIT Tournament.
Executive Summary
August 27, 2015
Page 2

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

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective May 1, 2015.
July 21, 2015

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

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

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach Contract Extension - Scott Stoehr to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

James B. Henderson
President

JBH/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for SCOTT STOEHR

STATE OF LOUISIANA

PARISH OF NATCHEITOCHEES

THIS AGREEMENT, made and entered into as of this 27th day of August, 2015, by and between Northwestern State University (hereinafter "University") represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Scott Stoehr, Co-Head Women’s Basketball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University 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.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

1.4. The Athletic Department offers assurance that Cost of Attendance (COA) will be offered for all scholarship women’s basketball student-athletes in an amount per student-athlete of $2,000 commencing with the 2016-17 academic year and for every year thereafter.

2. TERM

The employment under the terms of this contract shall be for the period May 1, 2015 to April 30, 2020, subject to approval of the University Of Louisiana Board Of Supervisors. 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 all the parties and approved by the Board. This agreement in no way
grants the Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Co-Head Coach an annual salary payable in 26 equal installments as follows:

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

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

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

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

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

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

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

a. All revenues from university camps/clinics will be deposited into Coach Stoehr’s university camp budget. After all expenses are met, Coach Stoehr may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women’s basketball operating budget, or a combination of the three, at his discretion.
b. Camps operated through the university camp budget will not be subject to facility fees.

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

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

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

5.2 Private Camps

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

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

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

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

6. FOUNDATION SERVICES

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

- **COACH** will receive a housing stipend of $1,116 per month on an as funds available
  basis, retroactive to the date stipulated in Section 2 (Term) of this contract.

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

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

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

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

    - **COACH** will receive $10,000 for each round his team wins beyond the
      round of “Sweet 16” in either the NCAA Tournament/NIT; and

    - **COACH** will receive $25,000 for winning the NCAA Tournament/NIT.

- **COACH** shall receive $1,500 for promotional and/or appearances should he be
  selected as “Southland Conference or Louisiana Coach of the Year.”
• COACH is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

7. OUTSIDE INCOME

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

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

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

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

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

9. TERMINATION

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

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of Coach’s final date of employment at Northwestern State University.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.
Termination For Cause: Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Violation or gross disregard of state or federal laws.
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

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

10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

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

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.

14. **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.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

[Signature]
SCOTT STOEHR, Co-Head Coach

BY

[Signature]
GREGORY S. BURKE, Director of Athletics

BY

[Signature]
KENNY KNOTTS, President
Demons Unlimited Foundation

BY

[Signature]
DR. JAMES HENDERSON, President
Northwestern State University

BY

[Signature]
DR. SANDRA WOODLEY, President
University of Louisiana Board of Supervisors
Item F.6. **Southeastern Louisiana University**’s request for approval of a contract with Mr. James Riser, Head Men’s Baseball Coach, effective July 1, 2015.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 1, 2015 through June 30, 2018, Coach’s base annual salary is $63,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. In addition, Coach will be paid an additional amount of $19,000 annually by the Lion Athletics Association for his fundraising efforts as well as for two speaking engagements as assigned by the Athletic Director.

The Lion Athletics 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
- $10,000--NCAA National Championship
- $2,000--NCAA Post Season or Conference Season 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

Coach may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base compensation, both from the University and the Lion Athletics Association. The University would be responsible for the base salary through the current fiscal year (June 30). The Lion Athletics Association would be responsible for the remaining months of base compensation (the next July 1 through expiration).

In the event Coach terminates the Contract without cause to become another head coach, Coach would be liable to the University for liquidated damages in the amount of $30,000 if during first contract year, and $20,000 thereafter.
Executive Summary
August 27, 2015
Page 2

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 baseball 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 Athletics Association each has an agreement with 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. James Riser, Head Men’s Baseball Coach, effective July 1, 2015.
July 23, 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 head athletics coach contract be placed on the agenda for the August 2015 meeting of the Board of Supervisors.

Head Baseball Coach – James Matthew Riser

Sincerely,

[Signature]

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of July, 2015 between Southeastern Louisiana University and through its President, Dr. John Crain and James Riser (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 (the “University”) does hereby employ COACH as Head Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its’ President and Athletic Director.

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

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

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

Coach Initial: [Signature] Admin Initial: [Signature]
Louisiana University or its athletic programs.

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

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

2.0 Term

2.1 The term of this agreement is commencing on the 1st day of July, 2015 and terminating without further notice to COACH on the 30th day of June, 2018 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, 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, Southeastern Louisiana University shall pay COACH a base annual salary of $63,000 for the term of this agreement on a bi-weekly basis.

3.2 The COACH will be paid an additional annual amount of $19,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for the COACH’S LAA fund raising efforts as well as for two speaking engagements as assigned by the Athletics Director.
3.3 The COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service.

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

5.0 Contracts for broadcast and/or telecast

3 Coach Initial: J K Admin Initial: K
5.1 COACH may host a television and/or Radio Show to promote the Southeastern Louisiana University Baseball 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 in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

(f) The Director of 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.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletic Department, the Office of University Advancement and the Lion Athletics Association. 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 athletic pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the University.

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

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

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

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

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

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

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

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

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

Coach Initial: Admin Initial:
(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. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.

(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 Baseball season, COACH shall be entitled to a total of twelve (12) tickets per home Baseball game and two (2) tickets to all other regular season home athletic competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of 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 Baseball camps and/or Baseball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with state law and the Board of Supervisors for the University of Louisiana System.

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

9.0 Apparel, Equipment Endorsements

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

7 Coach Initial: JR Admin Initial: 1
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 11.121.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

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

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

12.0 Termination

12.1 Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System. In the event that the UNIVERSITY terminates COACH, without cause, the COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the Contract at any time during this contract, payments to the coach will be made as follows:

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

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

12.2 In the event the COACH terminates the contract to accept another head coach position, the coach will owe the University the following:

- Termination during first contract year: $30,000.
- Termination after the conclusion of first contract year: $20,000

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

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

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA 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.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the BASEBALL 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. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

14.0 Force Majeure

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

11 Coach Initial: JQ Admin Initial: JW
15.0 Severability

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

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETICS DIRECTOR

James Riser
HEAD BASEBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS
AGREEMENT
HEAD BASEBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and James Riser the University Head BASEBALL Coach.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head BASEBALL 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 BASEBALL 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 BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _____ day of _______________, 20__.

PRESIDENT -Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETICS DIRECTOR

James Riser
HEAD BASEBALL COACH

PRESIDENT
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: _____ Admin Initial: _____
Item F.7. University of Louisiana at Lafayette’s request for approval of the second contractual amendment with Mr. Mark Hudspeth, Head Football Coach, effective July 29, 2015.

EXECUTIVE SUMMARY

This amendment only extends the end date of the current contract in effect to December 31, 2020. All other terms and conditions shall remain unchanged and in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of the second contractual amendment with Mr. Mark Hudspeth, Head Football Coach, effective July 29, 2015.
July 23, 2015

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

Dear Dr. Woodley:

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

Please place this item on the agenda for the August 2015 meeting of the Board of Supervisors.

Sincerely,

[Signature]

E. Joseph Savoie  
President

Attachments
AMENDMENT 2
TO
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AMENDMENT ("Amendment") is made and entered into this 29th day of July, 2015, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie, the duly authorized University President, and MARK HUDSPETH ("Coach").

WITNESSETH:

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

WHEREAS, the parties entered into Amendment 1 to the Contract of Employment, dated May 7, 2014 and signed May 14, 2014 ("Amendment 1"), and

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

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree to amend the Agreement as follows. The Agreement as modified by this amendment shall be referred to herein as the “Amended Agreement 2.”

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

   The term of this Agreement shall commence on January 1, 2012 and end December 31, 2020 ("Term").
This Amendment is effective as of the date indicated in the first paragraph of this Amendment. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

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

Witnesses:  

Approved:

Mark Hudspeth  Date
Head Football Coach
University of Louisiana at Lafayette

Scott Farmer  Date
Director of Athletics
University of Louisiana at Lafayette

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

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _______ day of __________________ 2015.

DR. SANDRA WOODLEY
PRESIDENT
BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM
Item F.8. University of Louisiana at Lafayette’s request for approval of a contractual amendment with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective July 23, 2015.

EXECUTIVE SUMMARY

This amendment only extends the end date of the current contract in effect to May 31, 2017, or when Coach Hudspeth is no longer the Head Football Coach at the University, whichever occurs first. All other terms and conditions shall remain unchanged and in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a contractual amendment with Mr. Jay Johnson, Assistant Football Coach/Offensive Coordinator, effective July 23, 2015.
July 23, 2015

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

Dear Dr. Woodley:

I request approval of Assistant Football Coach Jay Johnson’s amended contract agreement. Additionally, the UL Lafayette Foundation document which accompanies the amended agreement is being submitted for approval.

Please place this item on the agenda for the August 2015 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

svc

Attachments
AMENDMENT 1
TO
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH – OFFENSIVE COORDINATOR

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AMENDMENT (“Amendment”) is made and entered into this 23rd day of July, 2015, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution (“University”), therein represented by Dr. E. Joseph Savoie, the duly authorized University President, and JAY JOHNSON (“Assistant Coach”).

WITNESSETH

WHEREAS, University and Assistant Coach entered into a certain Contract of Employment dated June 17, 2014 and signed June 17, 2014 (“Agreement”), and

WHEREAS, the parties now desire to amend the Agreement.

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

1. Section 3. TERM, is deleted in its entirety and replaced with the following:
The term of this Agreement commences June 1, 2014 and ends May 31, 2017, or when Coach Hudspeth is no longer the head football coach at the University, whichever occurs first.

This Amendment is effective as of the date indicated in the first paragraph of this Amendment. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

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

Witnesses:

Shamana Johnson

Melissa Holloway

Phelly Conti

Jeanette Rannise

Approved:

Jay Johnson 7-23-15
Assistant Coach—Offensive Coord.
University of Louisiana at Lafayette

Scott Farmer 7/23/15
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Savoie 7/29/15
President
University of Louisiana at Lafayette

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of ________________ 2015.

______________________________
DR. SANDRA WOODLEY
PRESIDENT
BOARD OF SUPERVISORS FOR
THE UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.9. University of Louisiana at Lafayette’s request for approval of a contract with
Mr. Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2015.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through March 31, 2020, Coach’s
salary for each year is $180,000, payable in equal monthly installments of $15,000. In addition,
the contract provides that the University of Louisiana at Lafayette Foundation, through
designated athletic fund accounts, shall pay Coach a premium benefit of $275,000 annually,
payable in monthly installments of $22,916. On April 1, 2016 and continuing each April 1 of the
contract term, this benefit will increase by $25,000. Payment of this premium benefit is
contingent upon Coach making reasonable efforts to appear on radio and television programs
during the basketball season including game broadcasts or telecasts, pre-game and post-game
shows and Coaches’ shows.

Coach shall be provided with the use of a vehicle provided by an automobile dealership
or a car allowance in the amount of $6,000 per year payable in monthly installments of $500 by
the University from the University of Louisiana at Lafayette Foundation. The agreement also
stipulates that the University of Louisiana at Lafayette Foundation, through designated athletic
fund accounts, shall pay supplemental compensation subject to standard federal and state
withholdings for the following events or occurrences:

- $15,000 if the team wins the Conference Championship.
- $5,000 if the team participates in the College Insider Postseason Tournament (CIT).
- $10,000 if the team wins the CIT Championship.
- $10,000 if the team participates in the National Invitation Tournament (NIT).
- $20,000 if the team wins the NIT.
- $15,000 if the team participates in the NCAA Basketball Championship Tournament.
- $5,000 for each game won during the first two rounds of the NCAA Tournament.
- $10,000 if the team reaches the Elite Eight in the NCAA Basketball Championship.
- $25,000 if the team reaches the Final Four in the NCAA Basketball Championship.
- $5,000 if the Men’s Basketball Program sells over 4,000 season tickets.
- $5,000 if the team completes the academic year with a cumulative GPA of 2.8 or better,
  but only if the APR is above 930.
- $5,000 if the team’s graduation rate exceeds the national average for men’s Division I
  basketball teams, but only if the APR is above 930.
- Men’s Assistant Basketball coaches will receive supplemental compensation equal to
  20% of the amount of supplemental compensation paid to Coach for the above
  accomplishments.
Executive Summary
August 27, 2015
Page 2

- $4,000 if Coach is named Sun Belt Conference Coach of the Year, $5,000 if he is named Louisiana Sports Writers Association Coach of the Year or Louisiana Association of Basketball Coaches Coach of the Year, and $20,000 if he receives National Association of Basketball Coaches honors.
- University shall match Coach’s contributions to the Louisiana Student Tuition Assistance and Revenue Trust Saving Program for each of Coach’s minor children, up to a maximum of $2,400 per year.
- Coach shall earn $72,000 upon execution of this agreement.
- University shall deposit $30,000 to an interest-bearing annuity on Coach’s behalf at the end of each year of the contract term.

If the University terminates the agreement without just cause, it will be liable for liquidated damages as follows:

- If termination occurs between April 1, 2015 and March 31, 2016, University shall pay remaining base salary and premium benefit due in that year plus $825,000.
- If termination occurs between April 1, 2016 and March 31, 2017, University shall pay remaining base salary and premium benefit due in that year plus $650,000.
- If termination occurs between April 1, 2017 and March 31, 2018, University shall pay remaining base salary and premium benefit due in that year plus $475,000.
- If termination occurs between April 1, 2018 and March 31, 2019, University shall pay remaining base salary and premium benefit due in that year plus $300,000.
- If termination occurs between April 1, 2019 and March 31, 2020, University shall pay remaining base salary and premium benefit due in that year.
- Liquidated damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach in any manner.
- Liquidated damages for amounts due for the year which come due during the University’s current fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the University of Louisiana at Lafayette Foundation Athletic Accounts.

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

- If Coach leaves between April 1, 2015 and March 31, 2016, liquidated damages shall be $400,000.
- If Coach leaves between April 1, 2016 and March 31, 2017, liquidated damages shall be $300,000.
- If Coach leaves between April 1, 2017 and March 31, 2018, liquidated damages shall be $225,000.
- If Coach leaves between April 1, 2018 and March 31, 2019, liquidated damages shall be $150,000.
- If Coach leaves between April 1, 2019 and March 31, 2020, no liquidated damages are due to the University.
The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach. The University of Louisiana at Lafayette Foundation agreement provides that the Foundation will pay any sums that may be due upon the termination of Coach and the supplemental compensation paid to the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a contract with Mr. Robert Marlin, Head Men’s Basketball Coach, effective April 1, 2015.
July 23, 2015

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

Dear Dr. Woodley:

This is to request approval of a revised contract between the University of Louisiana at Lafayette and Coach Robert Marlin, Head Men’s Basketball Coach.

Please place this item on the agenda for the August 2015 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

[Signature]

E. Joseph Savoie  
President

svc

Attachments
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this 23rd day of July, 2015, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution ("University"), herein represented by Dr. E. Joseph Savoie the duly authorized University President and Robert Marlin (hereinafter "Coach"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of Louisiana at Lafayette, 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.

WITNESSETH:

1. EMPLOYMENT

   The University does hereby employ Coach as Head Men's Basketball Coach of the University and Coach does hereby accept such employment and agrees to perform all those duties pertaining to the position as outlined herein and prescribed by the University through the President of the University ("President") and the Director of Athletics ("Director").

   Coach shall be responsible and shall report directly to the Director and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President.

2. DUTIES

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

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

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

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

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

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

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

3. TERM

The term of this agreement is sixty months commencing April 1, 2015, and ending March 31, 2020 (the “Term”).

4. BASE SALARY

The University agrees to pay Coach an annual salary of One Hundred Eighty Thousand and No/100 ($180,000.00) Dollars payable in equal monthly installments of Fifteen Thousand and No/100 ($15,000.00) Dollars.

5. EMPLOYEE BENEFITS

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

6. CONTINGENT PREMIUM BENEFITS

In addition to the above salary, the University of Louisiana at Lafayette Foundation through designated athletic fund accounts, shall pay a premium benefit in the amount of Two Hundred Seventy-Five Thousand and No/100 ($275,000.00) Dollars annually to be paid in equal monthly installments of Twenty Two Thousand Nine Hundred Sixteen ($22,916) Dollars, for the period from April 1, 2015, to March 31, 2020.
On April 1 of each year of the Term (beginning with April 1, 2016 and continuing each April 1 of the Term thereafter), the contingent premium benefits will increase by Twenty Five Thousand Dollars ($25,000) and the equal monthly installments will increase accordingly.

Payment of this premium benefit is contingent upon Coach making reasonable efforts to appear on radio and television programs during the basketball season including game broadcasts or telecasts, pre-game and post-game shows and coach’s shows. However, these payments are not precluded if the University chooses to cancel or drop any radio, television, game broadcasts, pre-game and game shows and coach's shows during the basketball season.

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

Coach shall not appear on any television or radio program not authorized by the University without the prior written approval of the Athletic Director except routine news media interviews and other sports-related television/radio programming for which no compensation is received. Coach may appear on television or radio programs not in scheduling conflict with pre-game, post-game or coach's shows without prior written approval of the Director, which approval shall not be unreasonably withheld.
The reasonable effort required of Coach under this section shall be that of due diligence and personal time customarily executed by head basketball coaches in the promotion and production of similar programs at other Division I basketball institutions. The University recognizes that his primary duties as Head Men’s Basketball Coach place some limitations on the amount of personal time which he can devote to such and any efforts requested of Coach by the University with respect to promotion and production shall not unreasonably interfere with his primary duties as Head Basketball Coach.

7. SUPPLEMENTAL COMPENSATION

During his employment under this Agreement, Coach will receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid within thirty (30) days from the effective date of the event. Said supplemental compensation shall be paid for from the University of Louisiana at Lafayette Foundation Athletic Fund accounts and shall be deemed to have been earned on the effective date of the event or occurrence. Unless Coach has been terminated prior to earning any supplemental compensation, Coach shall be entitled to supplemental compensation for the following events or occurrences during the Term of this Agreement (which shall be cumulative in nature).

a. Coach shall receive $15,000.00 if the Team wins the Conference Championship (solo or shared; regular season or post-season; with the maximum amount payable per year under this sub-clause to be $15,000).

b. Coach shall receive $5,000.00 if the team participates in the College Insider Postseason Tournament (CIT) without winning the Conference Championship referenced in Section A. Coach shall receive $10,000.00 if the team wins the CIT Championship.

c. Coach shall receive $10,000.00 if the team participates in the National Invitation Tournament (NIT) without winning the Conference Championship referenced in Section A. Coach shall receive $20,000.00 if the team wins the National Invitational Tournament Championship.
d. Coach shall receive $15,000.00 if the team participates in the NCAA Basketball Championship Tournament without winning the Conference Championship referenced in Section A.

e. Coach shall receive $5,000.00 for each game won during the NCAA Tournament.

f. Coach shall receive $10,000.00 if the team reaches the Elite Eight in the NCAA Basketball Championship Tournament.

g. Coach shall receive $25,000.00 if the team reaches the Final Four in the NCAA Basketball Championship Tournament.

h. Coach shall receive $5,000.00 if the Men's Basketball program sells over 4,000 season tickets in any one season.

i. Coach shall receive $5,000.00 if the men's basketball team completes the academic year with a cumulative GPA of 2.8 or better. However, if in any year, the cumulative Academic Performance Rate (APR) is below 930, this supplemental compensation will not be paid.

j. Coach shall receive $5,000 in each year the Team's graduation rate exceeds the national average for men's Division I basketball teams. However, if in any year, the cumulative Academic Performance Rate (APR) is below 930, this supplemental compensation will not be paid.

k. The University acknowledges that the Men's Basketball Assistant Coaches will contribute to Coach's achievements in earning the above described supplemental compensation. During their employment as Men's Basketball Assistant Coaches, each shall receive supplemental compensation equal to twenty (20%) percent of the amount of supplemental compensation paid to Coach in sections 6A-6J. The supplemental compensation shall be subject to the standard federal and state withholdings and shall be paid within thirty (30) days from the effective date of the event. Said supplemental compensation shall be paid from the University of Louisiana at Lafayette Foundation Athletic Fund accounts and shall be deemed to have been earned on the effective date of the event or occurrence unless Assistant Coach has been suspended or notified that his employment has been terminated prior to earning any supplemental compensation.
1. Coach shall receive $4,000.00 if he receives the Sun Belt Conference Coach of the Year; Coach shall receive $5,000.00 if he receives the Louisiana Sports Writers Association (LSWA) Coach of the Year or Louisiana Association of Basketball Coaches (LABC) Coach of the Year; and if Coach is recognized as the National Coach of the Year by the National Association of Basketball Coaches (NABC), the University shall pay Coach an additional $20,000.

8. CONTRIBUTIONS TO COLLEGE TUITION PLAN
University shall match Coach’s contributions up to the amount of Twenty-Four Hundred and 00/100 ($2,400) Dollars per year during the term of this Agreement to the Student Tuition Assistance and Revenue Trust Saving Program, administered by the Louisiana Office of Student Financial Assistance, under the direction of the Louisiana Tuition Trust Authority, for each of Coach’s minor children. Said contributions shall be due on or about December 31st for that year. Coach shall be required to provide documentation of his yearly contributions to the University on or before December 31st of each year. In the event that Coach’s child reaches majority in any year, the University’s contribution shall be prorated through the month in which the child reached majority. The University shall have no obligation to pay any year’s contribution in the event that this Agreement is terminated for any reason prior to December 31st of that year. Said contributions shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.

9. SIGNING COMPENSATION
University shall pay Coach compensation in the amount of Seventy Two Thousand and No/100 ($72,000) Dollars upon the execution of this Agreement. Said compensation shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.

10. RETENTION INCENTIVE PAYMENTS
At the end of each year of the term (e.g., April 1, 2015-March 31, 2016) the University shall deposit the sum of Thirty Thousand and No/100 ($30,000.00) Dollars to an interest bearing annuity established by the University.

a. The total sum accrued in said annuity, including interest, shall become due and payable to Coach only upon his successful completion of the full Term. Said contributions shall be paid from University of Louisiana at Lafayette Foundation
Athletic Fund Accounts. In the event the annuity becomes due and payable to Coach, the University agrees to work with Coach in good faith to transfer the annuity to Coach in the most tax-beneficial manner possible to Coach.

b. In the event that the University terminates this Agreement with cause, or the Coach terminates the Agreement without cause, prior to March 31, 2020, the University shall retain said annuity and have no further obligation to Coach under this provision.

c. In the event that the University terminates the Agreement without cause prior to January 31, 2020, the University shall pay to Coach $30,000 per year for each year Coach remained in his position prior to said termination, with any partial years being prorated. Said contributions shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.

11. OUTSIDE INCOME

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

12. CAMPS AND CLINICS

All camps and clinics are operated under the supervision and authority of the University. Coach shall be permitted to hold camps and clinics with prior approval of the Director and the President. The Athletics Department will make best efforts to secure departmental facilities for Coach's basketball camps. Housing and dining facilities will be provided to Coach at a cost equal to the lowest fee charged to any group using such facilities. Coach shall be entitled to manage and distribute, in accordance with State law, University policy and NCAA regulations, all revenue generated by such camps and clinics.
13. APPAREL, EQUIPMENT ENDORSEMENTS

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

14. BASKETBALL STAFF

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

15. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES

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

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

16. AUTOMOBILE ALLOWANCE

Coach shall be provided the use of a new or nearly new vehicle provided by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 ($6,000.00) Dollars per year paid in equal monthly installments of Five Hundred and
No/100 ($500,00) Dollars. Funds for these automobile and salary premium benefits shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

17. TERMINATION

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

i. If the University terminates this Agreement in the first season of this Agreement (4-1-15 and 3-31-16) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Eight Hundred, Twenty-Five Thousand and No/100 ($825,000.00) Dollars.

ii. If the University terminates this Agreement in the second year of this Agreement (4-1-16 and 3-31-17) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Six Hundred and Fifty Thousand and No/100 ($650,000.00) Dollars.

iii. If the University terminates this Agreement in the third year of this Agreement (4-1-17 and 3-31-18) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Four Hundred and Seventy-Five Thousand and No/100 ($475,000.00) Dollars.

iv. If the University terminates this Agreement in the fourth year of this Agreement (4-1-18 and 3-31-19) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Three Hundred Thousand and No/100 ($300,000.00) Dollars.

v. If the University terminates this Agreement in the fifth year of this Agreement (4-1-19 and 3-31-20) the University shall pay Coach the
remaining base salary plus Contingent Premium Benefit due in that year (as if this Agreement naturally expired).

vi. Liquidated damages for amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded by the University of Louisiana at Lafayette Foundation Athletic Accounts.

b. The University may, at its sole option, pay the amount of liquidated damages owed as per this Agreement in a lump sum within sixty (60) days from the effective date of termination or the University may pay the amount of liquidated damages owed in equal monthly payments of Thirty Three Thousand, Three Hundred, Thirty-Three and 33/100 ($33,333.33) Dollars. Liquidated damages shall not include car or cell phone allowances. Should Coach be relieved of his head coaching duties without Just Cause, he shall not be reassigned within the Athletic Department but be paid according to the liquidated damages clause in this document.

c. It is agreed that the Liquidated Damages paid by the University shall be offset and reduced on a monthly basis by the gross compensation earned by Coach personally or through business entities owned by, controlled by Coach, or in which Coach has an interest, from employment as a head coach, assistant coach, or as an administrator either at a college or university or with a professional sports organization (collectively referred to as “coaching position.”) For purposes of this subsection, “gross compensation” shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Coach by an employer, including by a business entity owned or controlled by Coach, or in which Coach has an interest, consulting fees, honoraria, fees received by Coach as an independent contractor, or other income of any kind whatsoever from a coaching position. While the University’s obligation to pay liquidated damages remains in effect, within fourteen (14) days after accepting any employment in a coaching position Coach shall furnish to the University notice of said employment, including the terms of his employment, start date, and
compensation. Notice shall also include substantiating documents such as contracts, appointment forms, etc. The University shall reduce the amount of the monthly liquidated damages payments due based upon the gross compensation to be earned for each month of Coach’s employment. Coach shall notify University of any changes in his income within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. No later than February 15th of each year Coach shall provide University with a copy of his W-2, 1099 or other verifiable documentation of his income for the prior year. If necessary, adjustments to monthly payments for the upcoming year shall be made based on said documentation. If Coach fails or refuses to provide the notifications or documentation to University as required in this clause, then after giving Coach fourteen (14) days written notice the University’s obligation to continue paying liquidated damages to Coach shall cease, unless Coach can provide within seven (7) days of receipt of said notice, documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for his failure to provide his required documentation as required in this clause. In the event Coach’s gross compensation from such new employment is increased or decreased while the University’s obligation to pay liquidated damages remains in effect, Coach shall report such increase or decrease to the University within thirty (30) days and the University shall be entitled to reduce or required to increase the amount of the monthly liquidated damages payments accordingly.

d. Payment by University of the amount under this section will constitute a full release of any claim that Coach might otherwise assert against the University, or any of its representatives, agents or employees. In consideration of this payment, Coach shall, and does hereby, release and discharge the University and University of Louisiana at Lafayette Foundation, their officers, board members, and employees, from and against any liability of any nature whatsoever related to or arising out of this Agreement and Coach’s employment at the University, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.
e. Except for the obligation to pay Coach the amount set forth in Section 16 a, all obligations of the University (to the extent not already accrued or vested) to Coach shall cease as of the effective date of such termination.

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

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

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

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

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

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

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

18. TERMINATION BY COACH

a. Coach recognizes that his promise to work for University for the entire Term of this five-year Agreement is the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost
if Coach resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement. The parties agree that should the Coach terminate this Agreement prior to the expiration of its Term, Coach shall be liable to University for liquidated damages as follows:

i. If Coach terminates this Agreement in the first season of this Agreement (4/1/15 – 3/31/16) Coach shall pay University Four Hundred Thousand and 00/100 ($400,000) Dollars.

ii. If Coach terminates this Agreement in the second year of this Agreement (4/1/16 – 3/31/17) Coach shall pay University Three Hundred Thousand and 00/100 ($300,000) Dollars.

iii. If Coach terminates this Agreement in the third year of this Agreement (4/1/17 – 3/31/18) Coach shall pay University Two Hundred, Twenty-Five Thousand and 00/100 ($225,000) Dollars.

iv. If Coach terminates this Agreement in the fourth year of this Agreement (4/1/18 – 3/31/19) Coach shall pay University One Hundred, Fifty Thousand and 00/100 ($150,000) Dollars.

v. If Coach terminates this Agreement in the fifth year of this Agreement (4/1/19 – 3/31/20) Coach shall not be liable to the University for liquidated damages.

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

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

19. ACKNOWLEDGEMENTS

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

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

21. FORCE MAJEURE

If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a breach of this Agreement, and all other obligations of the parties shall continue. A “Force Majeure Event” shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness or disability, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargos, illness, or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

22. DISPUTES

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

23. WRITTEN NOTICE

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

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

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

University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

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

Coach

c/o The Legacy Agency, Inc.
1500 Broadway
Suite 2501
New York, NY 10036
Attn, Jordan Bazant

With copy to:
The Sacks Group, PLLC
5335 Wisconsin Avenue, NW
Suite 720
Washington, DC 20015
Attn. Rand E. Sacks, Esq.

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

Witnesses:

Approved:

Robert Marlin
Head Men's Basketball Coach
University of Louisiana at Lafayette

Scott Farmer
Director of Athletics
University of Louisiana at Lafayette

Dr. E. Joseph Savoie
President
University of Louisiana at Lafayette
STATE OF LOUISIANA
PARISH OF LAFAYETTE

BETWEEN:
UNIVERSITY OF LOUISIANA AT
LAFAYETTE, UNIVERSITY OF
LOUISIANA AT LAFAYETTE
FOUNDATION, AND ROBERT MARLIN,
HEAD MEN’S BASKETBALL COACH

AGREEMENT
HEAD MEN’S BASKETBALL COACH

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Robert Marlin, the University Head Men’s Basketball Coach.

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Head Men’s Basketball Coach. To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any sums which may be due upon the termination of the Head Men’s Basketball Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Head Men’s Basketball Coach an amount not to exceed Eight Hundred Twenty-Five Thousand and No/100 ($825,000.00) Dollars, as per section 17 of the employment agreement, between the University of Louisiana at Lafayette and the Head Men’s Basketball Coach. Payments shall be made from Unrestricted Athletic Foundation Funds available at the time of termination.

2.

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

3.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay the automobile allowance benefit as per section 16 of the Agreement between the University of Louisiana at Lafayette and the Head Men’s Basketball Coach.
The University of Louisiana at Lafayette Foundation and Head Men’s Basketball Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Men’s Basketball Coach’s employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 23rd day of July, 2015.

[Signatures]

ROBERT MARLIN
HEAD MEN’S BASKETBALL COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE

JULIE FALGOUT
EXECUTIVE DIRECTOR
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION

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

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

[Signature]

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

ATHLETIC COMMITTEE

August 27, 2015

Item F.10. University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2015.

EXECUTIVE SUMMARY

The contract is effective from June 1, 2015 through May 31, 2017, or when Coach Hudspeth is no longer the Head Football Coach at the University, whichever occurs first. Assistant Coach’s salary is $135,000, payable in equal monthly installments.

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a contract with Mr. Mitch Rodrigue, Assistant Football Coach/Offensive Line, effective June 1, 2015.
July 23, 2015

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

Dear Dr. Woodley:

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

Please place this item on the agenda for the August 2015 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie  
President

svc

Attachments
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH – OFFENSIVE LINE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT (“Agreement”) made and entered into this 23rd day of July, 2015, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS by and through the UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated education institution (“University”), herein represented by Dr. E. Joseph Savoie the duly authorized University President and MITCH RODRIGUE (“Assistant Coach”).

WITNESSETH

1. EMPLOYMENT

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

2. DUTIES

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

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

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

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

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

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

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

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

3. TERM

The term of this Agreement commences June 1, 2015 and ends May 31, 2017, or when Coach Hudspeth is no longer the head football coach at the University, whichever occurs first ("Term").

4. BASE SALARY

The University agrees to pay Assistant Coach an annual salary of One Hundred Thirty Five Thousand and No/100 Dollars ($135,000.00) payable in equal
monthly installments of Eleven Thousand Two Hundred Fifty and 00/100 Dollars ($11,250.00).

5. **EMPLOYEE BENEFITS**

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

6. **OUTSIDE INCOME**

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

7. **TERMINATION**

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

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

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

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

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

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

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

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

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

8. COMPLIANCE WITH NCAA, CONFERENCE AND UNIVERSITY RULES
Assistant Coach shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, Assistant Coach shall be subject to disciplinary or corrective action as set forth in the
NCAA enforcement procedures (NCAA Constitution 11.2.1). Assistant Coach may be suspended for a period of time, without pay, or the employment of Assistant Coach may be terminated if Assistant Coach is found to be involved in major, deliberate or serious violations of NCAA regulations which result in an official finding by the NCAA (NCAA Constitution 11.2.1).

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

9. ACKNOWLEDGMENTS

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

10. AMENDMENT/EXTENSION

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

11. DISPUTES

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

12. WRITTEN NOTICE

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

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

    University Designee:    With copy to:
    Dr. E. Joseph Savoie    Director of Athletics
    University of Louisiana at Lafayette    University of Louisiana at Lafayette
    P.O. Box 41008        201 Reinhardt Drive
    Lafayette, LA 70504-1008    Lafayette, LA 70506

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

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

13. SEVERABILITY

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

14. FORCE MAJEURE

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

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

Witnesses: 

[Signature]

[Signature]

[Signature]

Approved:

[Signature]  7/23/15
Mitch Rodrigue  Date
Assistant Coach-Offensive Line
University of Louisiana at Lafayette

[Signature]  7/23/15
Scott Farmer  Date
Director of Athletics
University of Louisiana at Lafayette

[Signature]  7/29/15
Dr. E. Joseph Savoie  Date
President
University of Louisiana at Lafayette

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of __________________ 2015.

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

BETWEEN:
UNIVERSITY OF LOUISIANA AT
LAFAYETTE, UNIVERSITY OF
LOUISIANA AT LAFAYETTE
FOUNDATION, AND MITCH RODRIGUE,
ASSISTANT COACH

AGREEMENT
ASSISTANT COACH

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

1.

The University of Louisiana at Lafayette Foundation desires to assist and aid the University of Louisiana at Lafayette in the employment of the Assistant Coach. To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any sums which may be due upon the termination of the Assistant Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Assistant Coach an amount not to exceed One Hundred, Thirty-Five Thousand and No/100 ($135,000.00) Dollars, as per section 7 of the employment agreement, between the University of Louisiana at Lafayette and the Assistant Coach. Payments shall be made from Unrestricted Athletic Foundation Funds available at the time of termination.

2.

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

Entered into this 23rd day of July, 2015.

MITCH RODRIGUE
ASSISTANT COACH
UNIVERSITY OF LOUISIANA AT LAFAYETTE

SCOTT FARMER
DIRECTOR OF ATHLETICS
UNIVERSITY OF LOUISIANA AT LAFAYETTE

1
Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of ______________________, 2015.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.11. University of Louisiana at Monroe’s request for approval of a contract with Mr. Ryan Cross, Assistant Basketball Coach, effective September 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2016, Coach’s annual salary is $100,000.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If current Head Coach departs University by his choosing prior to the expiration of this agreement, it will automatically terminate.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mr. Ryan Cross, Assistant Basketball Coach, effective September 1, 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 of Mr. Ryan Cross, Assistant Basketball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective September 1, 2015 – April 30, 2016.

Thank you for your consideration.

Sincerely,

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

This agreement is made and entered into on this 1st day of September, 2015, between University of Louisiana at Monroe and through its President, (hereinafter sometimes referred to as “University” or “ULM”), University of Louisiana at Monroe Athletic Foundation and through its President, (hereinafter sometimes referred to as “Foundation” or “ULMAF”) and Ryan Cross (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 University of Louisiana at Monroe, 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 University does hereby employ COACH as Assistant Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men’s Basketball (athletic program), which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President, Athletic Director, and Head Men’s Basketball Coach.

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

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

2.1 The term of this agreement is for a fixed period of eight (8) months, commencing on the 1st day of September, 2015, and terminating without further notice to COACH on the 30th day of April, 2016, unless extended under the terms of this agreement.

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

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 an annual salary of One Hundred Thousand Dollars and No Cents ($100,000.00), payable on a monthly basis.

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

3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 7.

4.0 Employee Benefits

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

4.2 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University nor the ULMAF has no obligation to furnish a vehicle to COACH.

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

4.4 COACH shall be provided a monthly cell phone allowance of $65 per month paid by the ULMAF through the University.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 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. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

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

6.0 Compliance with NCAA, Conference and University Rules

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

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

7.0 Termination

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

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

7.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to the remainder of the base salary that he would have earned through the expiration of this Contract. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination.

7.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

7.5 If COACH terminates this contract for any reason, including without limitation, retirement, health or personal reasons, disability, other employment elsewhere, then COACH shall have no responsibility, obligation, or liability to the University.

7.6 If current Head Men’s Basketball Coach departs the University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate and such termination shall coincide with the effective date of the Head Basketball Coach’s departure, and the University is not liable to COACH for any amounts whatsoever that would have been owed to COACH under this agreement.

8.0 Severability
If any provision of the 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.

9.0  **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.

Nick J. Bruno, PhD
President
University of Louisiana at Monroe

Kevin Woods
President
University of Louisiana at Monroe Athletic Foundation

Ryan Cross
Assistant Basketball Coach

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

PRESIDENT - ULS
Item F.12. University of Louisiana at Monroe’s request for approval of a contract with Mr. Keith Richard, Head Men’s Basketball Coach, effective September 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2019, Coach’s annual salary is $215,000. In addition, Coach shall receive a $10,000 salary adjustment for finishing with a winning record in regular season conference competition.

The University of Louisiana at Monroe Athletic Foundation (ULMAF) may pay athletics competition incentives based on certain specified achievements, as follows:

- $25,000 for finishing in first place in the regular season conference standings;
- $10,000 for winning the conference tournament or earning an at-large bid in the NCAA Division 1 Basketball Tournament;
- $5,000 for each win in the NCAA Division 1 Basketball Tournament.

The salary adjustment and athletics competition incentives will only be awarded if the team’s annual APR score of that particular year is above the minimum threshold as declared by the NCAA (currently 940) and the program is not subject to scholarship limitations or post-season penalties.

In the event that the Coach is terminated without cause by the University, the University shall pay Coach the remainder of the base salary that he would have earned in that year of the contract for the current fiscal year ending June 30. The ULMAF shall also pay Coach $215,000 if terminated in the first or second year of contract.

In the event that the Coach terminates this Agreement without cause to become employed as a head coach of men’s basketball at any other NCAA Division 1 institution, then Coach shall be liable to the University for liquidated damages as follows:

- In the first or second year of the contract, Coach would be liable for liquidated damages of $200,000.
- In the third year of the contract, Coach would be liable for liquidated damages of $150,000.
- In the fourth year of the contract, Coach would be liable for liquidated damages of $100,000.
The University and the ULMAF have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of the contract with Mr. Keith Richard, Head Men’s Basketball Coach, effective September 1, 2015.
July 21, 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 of Mr. Keith Richard, Head Basketball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective September 1, 2015 – April 30, 2019.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1ST day of September, 2015, between the UNIVERSITY OF LOUISIANA AT MONROE and through its President, (hereinafter referred to as the “University” or “ULM”), the UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC FOUNDATION and through its President, (herein referred to as the “Foundation” or “ULMAF”), and KEITH RICHARD (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of Louisiana at Monroe, 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 University does hereby employ COACH as Head Men’s Basketball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to Men’s Basketball, which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletic Director.

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

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

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

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

1.6 COACH is expected to participate in pre- and post-game interviews conducted in conjunction with broadcasts of basketball games as well as weekly radio and/or television shows.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of forty-four (44) months, commencing on the 1st day of September, 2015, and terminating without further notice to COACH on the 30th day of April, 2019, unless extended under the terms of this agreement.

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

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.
2.4 Beginning with the 2015-2016 season, if the men’s basketball team’s Academic Progress Rate (APR) is below 940, for a single year, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement. If the team’s APR for the year, at the end of the one-year agreement, is equal to or greater than 940 for a single year, and the program is not subject to scholarship limitations or post-season penalties, all parties agree to negotiate a new contract, which must be approved by the Board.

3.0 Compensation

3.1 Base Salary. In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH a base salary payable at the following annualized rate, on a monthly basis.

3.1.1 September 1, 2015 through April 30, 2016 $215,000 per annum

3.1.2 May 1, 2016 through April 30, 2017 $215,000 per annum

3.1.3 May 1, 2017 through April 30, 2018 $215,000 per annum

3.1.4 May 1, 2018 through April 30, 2019 $215,000 per annum

3.2 Salary Adjustment. The University shall pay COACH a $10,000 salary adjustment for finishing with a “winning record” in regular season conference competition. This salary adjustment will take effect September 1st and remain in effect for the duration of the current contractual agreement. This salary adjustment will only be awarded if the team’s annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties. The term “winning record” means more games won than lost during the regular season conference competition.
3.3 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary and salary adjustment. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained by the budget for intercollegiate athletics as determined by the University in its sole discretion.

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 athletics competition incentives. Any incentives, if achieved, will be awarded if the team is not subject to the APR penalties which result in loss of scholarships at the time tie incentives are reached. These incentives paid to COACH shall be funded by the ULMAF and payable through the University as an agent for the ULMAF. In addition, these payments shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The potential incentives are as follows:

4.1.1 Twenty-five thousand ($25,000) dollars for finishing in first place in the regular season conference standings.

4.1.2 Ten thousand ($10,000) dollars for winning the conference tournament or earning an at-large bid in the NCAA Division I Basketball Tournament.

4.1.3 Five thousand ($5,000) dollars for each win in the NCAA Division I Basketball Tournament.
4.2 These athletics competition incentives will only be awarded if the team’s annual APR score of that particular year is equal to or greater than 940 and the program is not subject to scholarship limitations or post-season penalties, and shall be paid from the unrestricted funds in the ULMAF.

4.3 COACH may waive the payment of all or a portion of any amount due and request that such amount be paid to one or more full-time members of his coaching or athletic support staff provided that each coach understands and agrees that no payment may be made to any employee who is subject of a current disciplinary action or investigation.

4.4 Payments earned pursuant to the provisions of this Section will be paid to COACH on or before June 30 of the respective contract year.

5.0 **Contracts for broadcast and/or telecast**

5.1 COACH may host a radio/television show to promote the ULM Men’s Basketball Team.

5.2 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 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.

6.0 Camps and Clinics

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

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

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

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

C. The policy does not exclude coverage for sexual molestation (for campus involving minor participants).

(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.

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. Such benefit will be based upon COACH’s base annual salary as provided by the University.

7.2 COACH may receive a courtesy/leased vehicle if arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The
University and ULMAF has no obligation to furnish the vehicle to COACH. The arrangements for a vehicle will be made by the Director. Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed four-hundred ($400) dollars toward the expense of a vehicle. Funding for the allowance, plus any applicable benefits, must originate from sources outside of the University, and an amount equal to the annual sum of the allowance and applicable benefits, must be transferred to the University upon signature of this agreement. The University will disperse the allowance to COACH in equal monthly installments using normal University payroll procedures.

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

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

7.5 For each basketball season, COACH shall be entitled to a total of twelve (12) tickets per home basketball game and four (4) tickets to all other ULM home athletic competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
8.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletically related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

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

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

10.0 Men’s 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.
11.0 Termination

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

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

11.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the following terms and conditions shall apply:

11.3.1 ULMAF Responsibility to COACH. Remainder of the base salary that COACH would have earned in that year of the contract during the University’s current fiscal year ending June 30th shall be paid by the University. Such payment by the University shall be made to COACH no later than sixty (60) days from the effective date of the termination, or in equal monthly installments until the liquidated damages have been paid in full at the University’s sole discretion.
11.3.2 ULMAF Responsibility to COACH. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the ULMAF as follows:

11.3.2.1 $215,000 if COACH is terminated without cause in the first or second year of the Contract.

11.3.2.2 ULMAF may, at its sole discretion, pay in a lump sum discounted at 6% or ULMAF may pay in installments of $5,000 monthly until liquidated damages have been fulfilled.

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

11.5 In the event COACH terminates the Contract without cause to become a Head Men’s Basketball coach at any other Division I institution, COACH shall be liable to the University for liquidated damages as follows:

11.5.1. $200,000 if COACH terminates contract without cause in the first or second year of the Contract.

11.5.2 $150,000 if COACH terminates contract without cause in the third year of the Contract.
11.5.3 $100,000 if COACH terminates contract without cause in the fourth year of agreement.

11.5.4 The liquidated damages shall be due and payable in a lump sum to the University within sixty (60) days of the date of termination.

11.6 If COACH terminates this contract for any other reason than becoming employed as a head Men’s Basketball Coach at any other Division I institution, 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.

11.7 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, insolvency of the ULMAF, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) 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 Athletic Director, or his/her designee, and the appropriate ULMAF representative, to ensure that such activities are in compliance with University policies.

13.0 Severability

If any provision of the 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.
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. **Agreement Status**

This Contract of Employment supersedes all other oral or written agreements between the parties regarding any of the matters or things provide for or hereinbefore discussed or mentioned herein, including the Employment Agreement dated August 1, 2012 between the University of Louisiana at Monroe, the University of Louisiana at Monroe Athletic Foundation and COACH, and is the complete agreement between the University, ULMAF and COACH.

![Signature]

Nick J. Bruno, PhD  
President  
University of Louisiana at Monroe

![Signature]

Kevin Woods  
President  
University of Louisiana at Monroe Athletic Foundation

![Signature]

Keith Richard  
Head Men’s Basketball Coach

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

PRESIDENT - ULS
Item F.13. University of New Orleans’ request for approval of a contract with Mr. Michael Blake Dean, Head Men’s Baseball Coach, effective August 1, 2015.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2018, Coach’s base annual salary is $60,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. During the time of employment as head coach, Coach will have the opportunity to receive the following earned salary supplements/incentives funded by the Privateer Athletic Foundation.

- Multi-Media – June 1, 2016-$1,500; June 1, 2017-$2,500; June 1, 2018-$3,500
- Public Appearance – June 1, 2016-$1,000; June 1, 2017-$1,250; June 1, 2018-$1,500
- Game Guarantee – Equal to 50% of revenue in excess of $5,000 generated from non-conference game guarantees; maximum of $7,500 per year
- Complimentary basketball and baseball season tickets as per University policy
- Use of a courtesy vehicle and, if not available, an allowance of $600 per month
- $2,500--each year that Team Academic Progress Rate is 960 or greater
- $2,500--Conference Championship
- $4,000--Conference Tournament Championship
- $7,500--appearance in Super Regional
- $15,000--appearance in College World Series
- $2,500--Conference Coach of the Year

In the event the University terminates the contract without cause, Coach shall be entitled to 50% of the base salary (excluding supplements) which he would have earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. The University would be responsible for the amounts due through the current fiscal year (June 30). The Privateer Athletic Foundation would be responsible for the remaining amounts (the next July 1 through expiration).

In the event Coach terminates the Contract without cause to become another head coach at a Division 1 institution, Coach would be liable to the University for liquidated damages as follows:
Executive Summary
August 27, 2015
Page 2

- If Coach terminates between August 1, 2015 and June 30, 2016, Coach is liable for $15,000.
- If Coach terminates between July 1, 2016 and June 30, 2017, Coach is liable for $10,000.
- If Coach terminates between July 1, 2017 and May 15, 2018, Coach is liable for $1,500.
- Thereafter, there is no liability for liquidated damages.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a contract with Mr. Michael Blake Dean, Head Men’s Baseball Coach, effective August 1, 2015.
August 3, 2015

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

Dear Dr. Woodley,

I am requesting approval by the ULS Board of Supervisors of the following items:

Employment Contract for the Head Baseball Coach, Mr. Michael Blake
Employment Amendment for the Director of Athletics, Mr. Derek Morel
Employment Amendment for the Head Mens’ Basketball Coach, Mr. Mark Slessinger

Thank you for your consideration.

Sincerely,

[Signature]

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

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of August, 2015, between the University of New Orleans and through its President, Dr. Peter J. Fos, the Privateer Athletic Privateer Athletic Foundation and through its President, Christopher Keene, and Michael Blake Dean (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, 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 University of New Orleans (the “University”) does hereby employ COACH as Head Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletic Director.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of two (2) years & eleven (11) months commencing on the 1st day of August, 2015, and terminating without further notice to COACH on the 30th day of June, 2018, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at 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, University shall pay COACH an annual salary of $60,000, payable on a biweekly basis.

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

4.0 Supplemental/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 supplements/incentives paid to COACH shall be funded by the Privateer Athletic Privateer Athletic Foundation. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the PAF, the PAF agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

4.1.1 Multi-Media Supplement. COACH will receive annual supplement salary compensation for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partnership meetings and special event appearances. The supplemental compensation will be paid on the following schedule: June 1, 2016 – $1,500; June 1, 2017 - $2,500; June 1, 2018 - $3,500.

4.1.2 Public Appearance Supplement. COACH will receive annual supplement salary compensation for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Athletic Privateer Athletic Foundation events, UNO Alumni Association events, community outreach initiatives, department fundraising events. The
supplemental compensation will be paid on the following schedule:
June 1, 2016 - $1,000; June 1, 2017 - $1,250; June 1, 2018 - $1,500.

4.1.3 Game Guarantee Supplement. COACH will receive annual supplemental salary compensation equal to 50% of revenue in excess of $5,000 generated from non-conference game guarantees; maximum supplement is $7,500 per year. Game schedule and guarantee games are subject to approval by Director of Athletics.

4.1.4 Tickets: COACH will receive complimentary basketball and baseball season tickets in accordance with Department of Athletics complimentary ticket policy.

4.1.5 Vehicle: COACH will receive use of a courtesy vehicle as arranged and secured by the Department of Athletics. If a courtesy vehicle is unavailable, COACH will receive use of vehicle leased by the Privateer Athletic Privateer Athletic Foundation or a vehicle allowance not to exceed $600 per month before applicable taxes and withholdings.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual compensation from earned incentives. If earned, the annual incentive compensation shall be funded by the Privateer Athletic Privateer Athletic Foundation. The annual incentives are as follows:

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

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

4.2.3 When the COACH is officially recognized as Conference Coach of the Year, COACH will earn a one-time bonus of $2,500. This is applicable to each year of the agreement.

4.2.4 When the baseball team wins a conference tournament championship, COACH will earn a one-time bonus of $4,000. Each full-time assistant coach will earn a one-time bonus of $500. This is applicable to each year of the agreement.

4.2.5 When the baseball team appears in a Super Regional, COACH will earn a one-time bonus of $7,500. Each full-time assistant coach will earn a one-time bonus of $1,000. This is applicable to each year of the agreement.

4.2.6 When the baseball team appears in a College World Series, COACH will earn a one-time bonus of $15,000. Each full-time assistant coach will earn a one-time bonus of $1,500. This is applicable to each year of the agreement.
4.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the PRIVATEER ATHLETIC FOUNDATION, solely from the athletic funds held by the PRIVATEER ATHLETIC FOUNDATION. Supplemental payments made to COACH from PRIVATEER ATHLETIC FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The PRIVATEER ATHLETIC FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.0 **Contracts for broadcast and/or telecast**

5.1 COACH may host a radio/television show to promote the University of New Orleans Baseball teams with the approval of the Director of Athletics and/or University President.

5.2 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 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.

6.0 Camps and Clinics

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

6.2 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 System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

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

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

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

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

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

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

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. Such benefit will be based upon COACH’s base annual salary as provided by UNIVERSITY.

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

11.0 Baseball Staff

11.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.

12.0 Termination

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

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

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Privateer Athletic Privateer Athletic 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 to accept a position as a Head Baseball Coach at another Division I institution, COACH would be liable to the University for liquidated damages based on the following schedule:

- If COACH terminates between August 1, 2015 – June 30, 2016, he is liable for liquidated damages equal to $15,000.

- If COACH terminates between July 1, 2016 – June 30, 2017, he is liable for liquidated damages equal to $10,000.

- If COACH terminates between July 1, 2017 – May 15, 2018, he is liable for liquidated damages equal to $1,500. Thereafter, there is no liability for liquidated damages.
The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a baseball or cross country coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

13.0 Fundraising

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

14.0 Severability

If any provision of the 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.
15.0 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.

[Signatures]

President, University of New Orleans

President, Privateer Athletic Foundation

Head Coach

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

[Signature]

President - ULS
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.14. University of New Orleans’ request for approval of contractual amendments with Mr. Derek Morel, Athletic Director, effective July 1, 2015.

EXECUTIVE SUMMARY

The University and the Athletic Director (AD) entered into the original agreement effective July 1, 2012. Both parties now agree to add an additional four years to the contract ending on June 30, 2019. In addition, AD will receive a $5,000 supplement for each year in which all athletic teams are free from Academic Progress Rate (APR) penalties according to the NCAA report. Each Associate Director will receive a $500 supplement. The supplements will be paid within 60 days following the issuance of the NCAA report by the Privateer Athletic Foundation. Finally, AD will receive a vehicle allowance of $600 a month as long as a courtesy vehicle is not provided to AD.

All other terms and conditions shall remain unchanged and in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval of contractual amendments with Mr. Derek Morel, Athletic Director, effective July 1, 2015.
August 3, 2015

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

Dear Dr. Woodley,

I am requesting approval by the ULS Board of Supervisors of the following items:

Employment Contract for the Head Baseball Coach, Mr. Michael Blake Dean
Employment Amendment for the Director of Athletics, Mr. Derek Moref
Employment Amendment for the Head Mens' Basketball Coach, Mr. Mark Slessinger

Thank you for your consideration.

Sincerely,

[Signature]

Peter J. Fos
President
University of New Orleans
EMPLOYMENT AMENDMENT
DIRECTOR OF ATHLETICS

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of July, 2015, between the University of New Orleans Foundation (hereinafter referred to as “Foundation”); University of New Orleans, through its President Dr. Peter J. Fos (hereinafter referred to as the “University” or “UNO”); and Derek Morel (hereinafter referred to as “DIRECTOR”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contractual amendment until approval is provided by the Board.

Whereas, UNO and DIRECTOR entered into an original agreement effective July 1, 2012, and whereby UNO agreed to employ and DIRECTOR accepted employment as the Director of Athletics of UNO under such terms and conditions as set forth within.

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

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

1. TERM: Section 2.1 shall be amended to read:
   The term of this amended agreement is for a period of four (4) years commencing on the 1st day of July, 2015 and extending through the 30th day of June, 2019.

2. SUPPLEMENTS/INCENTIVE COMPENSATION: Section 4.0 shall be amended to include:
   4.1.1 DIRECTOR will receive supplemental compensation equal to Five Thousand ($5,000.00) for each year in which all athletics teams are free from APR penalties according to the APR institutional report which is released by the NCAA in September of the academic year following the academic year measured for supplemental compensation. In addition, each Associate Director will receive supplemental compensation equal to Five Hundred ($500.00). Earned supplemental compensation will be distributed within 60 days following the issuance of the NCAA report. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the Privateer Athletic Foundation by way of the UNO Payroll Office.

   4.1.2 DIRECTOR will receive a vehicle allowance equal to Six Hundred ($600.00) per month throughout term of the contract. If a courtesy vehicle is provided to DIRECTOR by Department of Athletics, vehicle allowance may be suspended for period during which courtesy vehicle is used by DIRECTOR.
This Amendment is effective July 1, 2015 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

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

WITNESSES:

Linda K Jones

DEREK MOREL, Director of Athletics

CHRISTOPHER KEENE, Privateer Athletic Foundation

Linda K Jones

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

DR. SANDRA WOODLEY, President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 27, 2015

Item F.15.  University of New Orleans’ request for approval of a contractual amendment with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

The University and the Coach entered into the original agreement effective July 1, 2014. Both parties now agree to a $2,500 supplement to the Coach and a $500 supplement to each full-time men’s basketball coach paid by Privateer Athletic Foundation only when the NCAA Single Year Academic Progress Rate is 960 or greater. The supplements will be paid within 60 days following the end of the season. All other terms and conditions shall remain unchanged and in full force and effect.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans’ request for approval of a contractual amendment with Mr. Mark Slessinger, Head Men’s Basketball Coach, effective July 1, 2015.
August 3, 2015

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

Dear Dr. Woodley,

I am requesting approval by the ULS Board of Supervisors of the following items:

Employment Contract for the Head Baseball Coach, Mr. Michael Blake Dean
Employment Amendment for the Director of Athletics, Mr. Derek Morel
Employment Amendment for the Head Mens’ Basketball Coach, Mr. Mark Slessinger

Thank you for your consideration.

Sincerely,

Peter J. Fos
President
University of New Orleans
EMPLOYMENT AMENDMENT
HEAD MEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of July, 2015, between the University of New Orleans Foundation (hereinafter referred to as “Foundation”); University of New Orleans, through its President Dr. Peter J. Fos (hereinafter referred to as the “University” or “UNO”); and Mark Slessinger (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contractual amendment until approval is provided by the Board.

Whereas, UNO and COACH entered into an original agreement effective July 1, 2014, and whereby UNO agreed to employ and COACH accepted employment as the Director of Athletics of UNO under such terms and conditions as set forth within.

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

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

1. SUPPLEMENTS/INCENTIVE BONUS COMPENSATION: Section 4.0 shall be amended to include:

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

This Amendment is effective July 1, 2015 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.
IN WITNESS WHEREOF, DIRECTOR and the duly authorized representatives of University and UNO Foundation have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

MARK SLESSINGER, Head Men’s Basketball Coach

DEREK MOREL, Director of Athletics

CHRISTOPHER KEENE, Privateer Athletic Foundation

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

DR. SANDRA WOODLEY, President
University of Louisiana System