AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
1:30 p.m., Thursday, December 10, 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
Mr. James Carter
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 October 22, 2015 Committee Meeting

D. Consent Agenda:

   Board Agenda Item F.1.

   Louisiana Tech University’s request for approval to extend its Management Agreement
   with the Louisiana Tech University Foundation through June 30, 2027.

   Board Agenda Item F.2.

   Nicholls State University’s request for approval of a contract with Mr. Seth Thibodeaux,
   Head Baseball Coach, effective July 1, 2015.

   Board Agenda Item F.3.

   Southeastern Louisiana University’s request for approval of its revised Athletics and
   Performance Complimentary Home Ticket Policy.

E. Other Business

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

ATHLETIC COMMITTEE

December 10, 2015

Item F.1. Louisiana Tech University’s request for approval to extend its Management Agreement with the Louisiana Tech University Foundation through June 30, 2027.

EXECUTIVE SUMMARY

Louisiana Tech University, with the approval of the Board of Supervisors for the University of Louisiana System in 2009, assigned the management of its multimedia rights with regard to Louisiana Tech Athletics to the Louisiana Tech University Foundation. The term of the assignment began July 1, 2009 and will end June 30, 2019. Pursuant to the authority granted by the Board, the Foundation contracted with a third party, Learfield Sports Properties, to manage those multimedia rights.

The relationship between Learfield Sports Properties and the Louisiana Tech University Foundation has been of great financial benefit to the University. Net profit with regard to the management of Louisiana Tech Athletics multimedia rights has increased during Learfield’s tenure. Further, during a time when hiring additional personnel has been stagnant due to decreasing budgets, the partnership with Learfield allows for Louisiana Tech Athletics’ valuable multimedia rights to be sold to corporate entities despite there being Louisiana Tech staff unavailable to handle such matters.

The Board approved the management system currently in place for a term ending June 30, 2019. Learfield has been highly successful in its management of the Louisiana Tech Athletics multimedia rights. As a result, and by virtue of being a member of Conference-USA, Louisiana Tech multimedia sponsorships have become more highly sought-after advertising spots for local and national businesses looking to promote their products and services. Learfield recognizes the increased value of the Louisiana Tech multimedia offerings and is willing to renegotiate the current contract that ends in 2019. However, in order to renegotiate the promotion of Louisiana Tech Athletics’ multimedia rights, the Foundation’s ability to contract with a multimedia promotions company is contingent upon the Foundation offering a twelve-year term for the management and promotion of Louisiana Tech Athletics’ multimedia rights.
Executive Summary
December 10, 2015
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Louisiana Tech University seeks to extend the term of its relationship with the
Foundation authorizing the Foundation to manage the multimedia rights associated with
Louisiana Tech Athletics through June 30, 2027. Such extension of the term will allow the
Foundation to negotiate with Learfield Sports Properties for increased annual guaranteed royalty
payments as well as increased revenue shares associated with the sale of Louisiana Tech
Athletics’ multimedia rights.

The Foundation will increase its guarantee to the University to a minimum of $500,000
annually and, if the Foundation enters into a contract with a third party for management of these
rights for an annual guarantee beyond $500,000, the Foundation will remit those additional sums
to the University less a management fee of 10%. The Foundation acknowledges that revenues
derived from the management or sale of multimedia sponsorship rights shall be used and directed
for the benefit of Louisiana Tech University Athletics.

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 to extend its Management Agreement with the Louisiana Tech University Foundation
through June 30, 2027.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final
review from UL System staff and legal counsel to the Board, and shall secure all other
appropriate approvals from agencies/parties of processes, documents, and administrative
requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University, and
his or her designee, are hereby designated and authorized to execute any and all documents
necessary to execute this agreement.

AND FURTHER, that Louisiana Tech University will provide the System office with
copies of all final executed documents for the Board’s files.
OFFICE OF THE PRESIDENT

November 17, 2015

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

Louisiana Tech University, with Board of Supervisors approval, in 2009 assigned the management of its multimedia rights with regard to Louisiana Tech Athletics to the Louisiana Tech University Foundation. The term of the assignment began July 1, 2009 and ends June 30, 2019. Pursuant to the authority granted by the Board of Supervisors, the Foundation contracted with a third party, Learfield Sports Properties, to manage those multimedia rights.

The relationship between Learfield Sports properties and the Foundation has been of great financial benefit to the University. Net profit with regard to the management of Louisiana Tech Athletics multimedia rights has increased during Learfield’s tenure. Further, during a time when hiring additional personnel has been stagnant due to decreasing budgets, the partnership with Learfield allows for Louisiana Tech Athletics’ valuable multimedia rights to be sold to corporate entities despite there being unavailable Louisiana Tech staff to handle such matters.

The Board of Supervisors approved the management system currently in place for a term ending June 30, 2019. Learfield has been highly successful in its management of the Louisiana Tech Athletics multimedia rights. Because of this success and because of the exposure Louisiana Tech receives by virtue of being a member of Conference-USA, Louisiana Tech multi-media sponsorships have become more highly sought after advertising spots for local and national businesses looking to promote their products and services. Learfield recognizes the increased value of the Louisiana Tech multi-media offerings and is willing to renegotiate its current contract which ends in 2019. However, in order to renegotiate the promotion of Louisiana Tech Athletics’ multimedia rights, the Foundation’s ability to contract with a multimedia promotions company is contingent upon the Foundation having a ten-year term to offer for the management and promotion of Louisiana Tech Athletics’ multimedia rights.

Louisiana Tech University seeks to extend the term of its relationship with the Foundation authorizing the Foundation to manage the multimedia rights associated with Louisiana Tech Athletics through June 30, 2026. Such extension of the term will allow the Foundation to negotiate with Learfield Sports Properties for increased annual guaranteed royalty payments as well as increased revenue shares associated with the sale of Louisiana Tech Athletics’ multimedia rights.

Louisiana Tech University respectfully requests the authority to extend the term of its current agreement with Louisiana Tech University Foundation for promotion of multimedia sponsorship rights related to Louisiana Tech University Athletics to June 30, 2025. The Foundation will increase its guarantee to the University to a minimum of $500,000 annually, and if the Foundation enters into a contract with a third party for management of these rights for an annual guarantee beyond $500,000 annually, Foundation will remit those additional sums to the University less a management fee of 10%.

Sincerely,

[Signature]

Leslie K. Guice,
President

jr
AGREEMENT BETWEEN LOUISIANA TECH UNIVERSITY AND LOUISIANA TECH UNIVERSITY FOUNDATION, INC.:  
PROMOTION OF MULTI-MEDIA SPONSORSHIP RIGHTS  
RELATED TO LOUISIANA TECH UNIVERSITY ATHLETICS

This Agreement by and between Louisiana Tech University (hereinafter referred to as the “University”) and the Louisiana Tech University Foundation, Inc. (hereinafter referred to as the “Foundation”) shall establish the terms and conditions for the exclusive promotion of multi-media sponsorship rights relating to Louisiana Tech University Athletics, including but not limited to the following: in-arena signage, videoboards, and promotions; radio play-by-play and coaches’ shows of all sports, including satellite and Internet streaming; television coaches’ shows and selected television play-by-play, subject to and in coordination with rights granted by Conference USA in regards to its current television agreements; official athletic website sponsorships; souvenir game programs and roostercards; at-event corporate hospitality; at-event impact (such as product displays and sampling, couponing, and title and presenting sponsorships); and certain miscellaneous rights including highlight DVDs, coaches’ endorsements, and rivalry series sponsorships.

SCOPE OF SERVICES

University and Foundation declare the following:

University delivers to Foundation all its right, title, and interest in and to all multi-media sponsorship rights relating to Louisiana Tech University Athletics, whether now in existence or later becoming available, including but not limited to the following: in-arena signage, videoboards, and promotions; radio play-by-play and coaches’ shows of all sports, including satellite and Internet streaming; television coaches’ shows and selected television play-by-play, subject to and in coordination with rights granted by Conference USA in regards to its current television agreements; official athletic website sponsorships; souvenir game programs and roostercards; at-event corporate hospitality; at-event impact (such as product displays and sampling, couponing, and title and presenting sponsorships); and certain miscellaneous rights including highlight DVDs, coaches’ endorsements, and rivalry series sponsorships. This list is not exhaustive, and any multimedia right which may reasonably be sold to generate funds on behalf of Louisiana Tech University Athletics will be presumed to be a right conveyed and assigned herein.

Pursuant to Louisiana Revised Statute 17:3361, and in accordance with the University’s assignment to Foundation of its right, title, and interest in and to all multi-media sponsorship rights relating to Louisiana Tech University Athletics, the University leases unto Foundation certain immovable property under its control including the video board at Joe Aillet Stadium, the video board in the Thomas Assembly Center, the scoreboards at Pat Patterson Park and the Louisiana Tech Softball Complex, as well as all other media display centers within athletic facilities which are component parts of the
building or facility in which they are located and whose purpose is to provide an avenue for sponsorship revenue generation. This lease includes any future video boards, media display centers, or other sponsorship revenue generating devices which may be installed and which are component parts of the building or facility in which they are located.

Foundation agrees to promote all multi-media sponsorship rights on behalf of Louisiana Tech University Athletics.

Should Foundation choose to subcontract its rights to a third party, it will do so only after seeking permission from Louisiana Tech University. Should Foundation contract with a third party for management and promotion of multi-media sponsorship rights assigned herein, and should this agreement terminate for any reason prior to expiration of the term defined herein, then Foundation shall transfer its rights in the third party contract to Louisiana Tech University. Louisiana Tech University shall assume and become subrogated to the rights and obligations of the Foundation as per the contract with the third party.

PAYMENT TERMS

Funds derived from the promotion of multimedia sponsorships will not be commingled with any other Foundation monies. Funds generated by Foundation through the promotion of multimedia sponsorships on behalf of Louisiana Tech University Athletics shall be paid to University not less than annually by June 30th of each year. For administrative services rendered, Foundation may deduct reasonable expenses, not to exceed 10% of net income from such sales. Net income shall be defined as collected cash sponsorship sales for the fiscal year less the following expenses: (i) sponsor fulfillment costs such as tickets, merchandise, promotional elements, out-of-pocket costs of sales; (ii) third party rights fees such as NCAA or NIT related sponsorship fees; (iii) collection and/or litigation expenses incurred by Foundation in connection with any third party litigation related to Foundation’s performance under this Agreement, including but not limited to those incurred in connection with collection efforts against sponsors, and (iv) any other credits, deductions or adjustments provided for under this or any other subcontract agreement or identified as deductions from AGR in a separate writing signed by the Parties.

Notwithstanding the definition of “net income” given above, Foundation shall provide guaranteed sums to the University of not less than $500,000 per year. Should Foundation contract with a third party vendor to provide management or promotion of multimedia sponsorships, and through such contract should Foundation be entitled to guaranteed sums exceeding $550,000.00 (base guarantee of $500,000.00 plus Foundation’s 10% fee), then University shall receive from Foundation the guarantee provided by the third party vendor to Foundation less Foundation’s management fee of not more than 10% of net income from such sales.

Should Foundation contract with a third party vendor to provide management or promotion of multimedia sponsorships, and through such contract should Foundation
obligate itself to provide additional or improved sponsorship media outlets (including but not limited to video boards, scoreboards, billboards, special events expenditures, etc.) expenditures made or encumbrances undertaken may be deducted from the sums due to the University from the Foundation. The University specifically requests and authorizes the Foundation to make payments from these multimedia receipts on its behalf for the cost of an electronic video board installed in Joe Aillet Stadium for the benefit of the University and for the cost of an electronic video board installed in the Thomas Assembly Center.

Foundation acknowledges that revenues derived from the management or sale of multimedia sponsorship rights shall be used and directed for the benefit of Louisiana Tech University Athletics.

TAXES

Foundation hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Foundation’s obligation and identified under tax identification number 72-6021176.

TERMINATION FOR CAUSE

University may terminate this contract for cause based upon the failure of Foundation to comply with the terms and/or conditions of the contract; provided that University shall give Foundation written notice specifying Foundation’s failure. If within thirty (30) days after receipt of such notice, Foundation shall not have either corrected such failure or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place Foundation in default and the contract shall terminate on the date specified in such notice. Foundation may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of University to comply with the terms and conditions of this contract; provided that Foundation shall give University written notice specifying University’s failure and a reasonable opportunity for the state to cure the defect.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Foundation by University shall remain the property of University, and shall be returned by Foundation to University, at Foundation’s expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Foundation in connection with the performance of the services contracted for herein shall become the property of University and shall, upon request, be
returned by Foundation to University, at Foundation’s expense, at termination or expiration of this contract.

ASSIGNMENT

Foundation shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of University, provided however, that claims for money due to or become due to the Foundation from the University may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to University.

AUDITORS

It is hereby agreed that the Legislative Auditor of University and/or the Office of the Governor, Division of Administration auditors of Louisiana shall have the option of auditing all accounts of Foundation which relate to this account. Additionally, Foundation agrees to provide to University its annual report and/or audit of these funds.

TERM OF CONTRACT

This management agreement shall begin December 1, 2015, and end June 30, 2027.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

DISCRIMINATION CLAUSE

Foundation agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

LOUISIANA TECH UNIVERSITY

__________________________________________
Dr. Leslie K. Guice, President

__________________________________________
Date

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

__________________________________________
Steve Davison, President

__________________________________________
Date

Approved by the Board of Supervisors for the University of Louisiana System on this ___________ day of __________________, 2015.

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

ATHLETIC COMMITTEE

December 10, 2015

Item F.2. Nicholls State University’s request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed three year agreement, effective through June 30, 2018, Coach’s annual salary is $50,000 per year. The Colonel Athletic Association will pay Coach an additional annual amount of $14,000, $21,000, and $28,000, effective July 1, 2015; July 1, 2016, and July 1, 2017, respectively, as a supplement to his University salary. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association:

- $1,500 if team wins conference regular season championship
- $2,500 for winning the Southland Conference Championship

In the event University terminates the contract without cause, Coach is entitled to the balance remaining on the base salary contract for a single year not to exceed $50,000 in total. Amounts due for the year, which come due during the current fiscal year ending June 30, shall be paid by the University. The remaining amounts due for the final year, which come due beyond the current fiscal year, shall be solely funded by the Colonel Athletic Association. If Coach terminates agreement without cause to become employed as a head coach, Coach would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the last year of the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval of a contract with Mr. Seth Thibodeaux, Head Baseball Coach, effective July 1, 2015.
November 5, 2015

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

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 9-10, 2015, meeting of the Board of Supervisors for the University of Louisiana System.

Contract of Employment with Head Baseball Coach

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

Sincerely,

Bruce T. Murphy  
President

BTM/jms

Enclosure

pc:  Mr. Alex Arceneaux, Chief of Staff  
Dr. Lynn Gillette, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Assistant Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Dr. Neal Weaver, Vice President for University Advancement  
Mr. Ronald Rodriguez, Chief Financial Officer  
Dr. Brigett Scott, Faculty Senate President  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness  
Mrs. Stacy LeJeune, Internal Auditor
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF LAFOURCHE

This agreement is made and entered into on this 4th day of November, 2015, between Nicholls State University and through its President, Dr. Bruce Murphy and Seth Thibodeaux (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 Nicholls State University (the “University”) does hereby employ COACH as head baseball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to head baseball coach (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 and Athletic Director.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of three (3) years, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30 day of June, 2018 unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, Nicholls State University shall pay COACH an annual base salary of $50,000 per year for the term of this agreement, payable on a bi-weekly basis.

3.2 Solely through its athletic funds, FOUNDATION shall supplement COACH’s pay through the university’s regular payroll process. The supplemental pay shall compensate for COACH’s role in the Nicholls Radio Network and for COACH’s role as a fundraiser for Nicholls State Athletics and Nicholls baseball. Supplement pay is as follows:

(a). July 1, 2015 through June 30, 2016 - $14,000

(b). July 1, 2016 through June 30, 2017 - $21,000
3.3 Supplemental pay is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Nicholls State Athletics and Nicholls State baseball. 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.

3.4 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 shall not be unreasonably withheld.

4.0 Supplements/Incentive Compensation

4.1 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:
(a) $1,500 – Regular Season Conference Champions

(b) $2,500 – Southland Conference Baseball Tournament Champions

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.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a radio/television show to promote the Nicholls baseball team.

5.2 It is specifically agreed that if in the filming or production of such television shows is performed by a third party, 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 by a third party production company.

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

(c) 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.
(d) 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 designed 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.

(e) Permission must be granted by the Director of Intercollegiate Athletics who shall serve as 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.

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 the operation of baseball camps and/or coaching 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 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.

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 Staff

11.1 COACH shall have the authority to select unclassified baseball 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 will 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 the balance remaining on the base ($50,000) contract for a single year not to exceed $50,000 in total amount. Amounts due for the year, which comes due during the University’s current fiscal year ending June 30th shall be paid by the
University. Any remaining amounts due beyond the current University fiscal year, shall be funded solely by the Colonel Athletic Association. 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 become a head baseball coach, COACH may be liable to the University for liquidated damages in the amount of 50% of the amount that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of the termination. If COACH terminates this contract for any other reason than becoming employed as a head basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

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Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of __________, 20______.
Item F.3. Southeastern Louisiana University's request for approval to implement a revised Athletics and Performance Complimentary Home Ticket Policy.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting permission to revise its current complimentary ticket policy, last revised in December 2008. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus.

Below is an overview of the changes:

- Clarified that the Faculty Committee on Athletics does not receive complimentary tickets for football
- Clarified that Non-Athletics Employees Required to Work Athletics Events must receive AD approval for tickets
- University President’s ticket allowance was increased from 16 to 24 tickets
- University Vice Presidents’ complimentary tickets will only be printed upon request
- Added 16 complimentary tickets for the Athletics Director
- Complimentary ticket allotment per athletics venue was increased from 5% to 10%
- Removed the option for Providers of Courtesy Cars to Athletics Department to receive complimentary tickets

The complimentary ticket policy reflects the number of tickets per person that may be given out; however, the ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

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 to implement a revised Athletics and Performance Complimentary Home Ticket Policy.**
November 4, 2015

Dr. Sandra Woodley
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70801

Re: Athletics and Performance Complimentary Home Ticket Policy

Dear Dr. Woodley:

Southeastern Louisiana University is submitting for Board approval the attached revised Athletics and Performance Complimentary Home Ticket Policy. Below is an overview of the changes:

- Clarified that the Faculty Committee on Athletics does not receive complimentary tickets for football
- Clarified that Non-Athletics Employees Required to Work Athletics Events must receive AD approval for tickets
- University President’s ticket allowance was increased from 16 to 24 tickets
- University Vice President’s complimentary tickets will only be printed upon request
- Added 16 complimentary tickets for the Athletics Director
- Complimentary ticket allotment per athletics venue was increased from 5% to 10%
- Removed the option for Providers of Courtesy Cars to Athletics Department to receive complimentary tickets

Please place this item on the agenda for the December 2015 meeting of the University of Louisiana System Board of Supervisors. If you have any questions, please contact me.

Sincerely,

[Signature]

John L. Crain
President

Attachment
<table>
<thead>
<tr>
<th>Role</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members of the Board of Regents (upon request)</td>
<td>2</td>
</tr>
<tr>
<td>Members of the Board of Supervisors (upon request)</td>
<td>2</td>
</tr>
<tr>
<td>President of the University</td>
<td>24</td>
</tr>
<tr>
<td>Each Vice President (upon request)</td>
<td>2 or number of immediate family, whichever is greater</td>
</tr>
<tr>
<td>Former Southeastern Presidents (upon request)</td>
<td>2</td>
</tr>
<tr>
<td>SGA President (upon request)</td>
<td>2</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>16</td>
</tr>
<tr>
<td>Each Member of the Faculty Committee on Athletics, excluding football, or the Committee assisting with the event, i.e., Fanfare, etc. (upon request)</td>
<td>2</td>
</tr>
<tr>
<td>In Season Head Coach/Performance Director/ Dean/Department Head</td>
<td>Up to 12</td>
</tr>
<tr>
<td>In Season Assistant Coach</td>
<td>6</td>
</tr>
<tr>
<td>Athletics Staff and all Out of Season Coaches</td>
<td>2 or number of immediate family, whichever is greater</td>
</tr>
<tr>
<td>Team Physician(s) (upon request)</td>
<td>6 (total)</td>
</tr>
<tr>
<td>Non-Athletics Employees Required to Work Athletics Events (upon approval of the Athletic Director)</td>
<td>2</td>
</tr>
<tr>
<td>Employees Required to Work Performance-Related Events</td>
<td>2</td>
</tr>
<tr>
<td>Southeastern Student-Athletes/Performers</td>
<td>According to NCAA regulations, or 4 for non-athletics events</td>
</tr>
<tr>
<td>Visiting Students</td>
<td>According to Southland Conference regulations, or individual game/event contracts</td>
</tr>
<tr>
<td>Visiting Representatives of Other Institutions</td>
<td>For Athletics, according to Southland Conference policies; not applicable for Performances</td>
</tr>
<tr>
<td>Southland Conference Commissioner and Staff (upon request)</td>
<td>2</td>
</tr>
</tbody>
</table>
Prospective Student being recruited or Student-Athletes on Official or Unofficial Visits to Campus According to NCAA regulations, or up to 3 for Performance Recruits

High School Coaches/Directors According to NCAA regulations, or up to 2 for non-athletics events

*There must be a detailed accounting of all tickets allocated in accordance with the above guidelines.*

Promotional/Complimentary Tickets 10% capacity of the facility in which the event is taking place (see below), or up to 125 in non-athletics facilities, i.e., Columbia Theatre, D Vickers, Pottle Music Auditorium, etc.

**Strawberry Stadium:** Capacity 7600: proposed amount of promotional tickets per event = 10% of capacity = 760
**University Center:** Capacity 7500: proposed amount of promotional tickets per event = 10% of capacity = 750
**Pat Kenelly Diamond at Alumni Field:** Capacity 3000: proposed amount of promotional tickets per event = 10% of capacity = 300
**North Oak Park:** Capacity 800: proposed amount of promotional tickets per event = 10% of capacity = 80

Various promotional events under the auspices of the Director of Athletics targeting specific groups (faculty/staff, high school students, youth leagues, emergency personnel, etc.) to include, but not limited to:

- Buy one ticket, get one free;
- Youth are free when accompanied by an adult who must purchase tickets;
- Dollar night for all high school students with appropriate identification;
- Youth wearing youth league uniforms admitted free when accompanied by an adult who must purchase a ticket.

**Notes:** The use of promotional/complimentary tickets is to be determined by the Director of Athletics or Performance Director. Priority consideration for use of tickets is the department’s community outreach program. Limit on promotional/complimentary tickets represents tickets actually used rather than those distributed.