AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*9:25 a.m., Thursday, June 25, 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 April 23, 2015 Committee Meeting
D. Consent Agenda:
   Board Agenda Item F.1.
   Grambling State University’s request for approval of a Revised Complimentary Ticket Policy.
   
   Board Agenda Item F.2.
   McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2015.
   
   Board Agenda Item F.3.
   McNeese State University’s request for approval of a contract with Mr. Andrew Burk, Jr., Head Golf Coach, effective July 1, 2015.
Board Agenda Item F.4.

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

Board Agenda Item F.5.

McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2015.

Board Agenda Item F.6.

McNeese State University’s request for approval of a contract with Mr. Brendon J. Gilroy, Head Men’s and Women’s Track Coach, effective July 1, 2015.

Board Agenda Item F.7.

McNeese State University’s request for approval of a contract with Ms. Joanna F. Hardin, Head Women’s Softball Coach, effective July 1, 2015.

Board Agenda Item F.8.

McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2015.

Board Agenda Item F.9.

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

Board Agenda Item F.10.

McNeese State University’s request for approval of a contract with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2015.

Board Agenda Item F.11.

McNeese State University’s request for approval of a contract with Mr. Bernard M. Viator, Head Football Coach, effective July 1, 2015.

Board Agenda Item F.12.

McNeese State University’s request for approval of a contract with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2015.
Board Agenda Item F.13.

Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Williams, Football Defensive Coordinator, effective July 1, 2015.

Board Agenda Item F.14.

University of Louisiana at Lafayette’s request for approval of a contract with Mr. Tony Robichaux, Head Baseball Coach, effective July 1, 2015.

Board Agenda Item F.15.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Nathaniel Brown, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.16.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Matthew Clark, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.17.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Steve Farmer, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.18.

University of Louisiana at Monroe’s request for approval of a contract with Mr. John Mumford, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.19.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.20.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.21.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2015.
Board Agenda Item F.22.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.23.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Cody Wells, Assistant Football Coach, effective July 1, 2015.

Board Agenda Item F.24.

University of New Orleans’ request for approval of several amendments to the contract with Ms. Keeshawn Carter Davenport, Head Women’s Basketball Coach, effective July 1, 2015.

E. Other Business

F. Adjournment
Item F.1. Grambling State University’s request for approval to implement a revised Complimentary Ticket Policy.

EXECUTIVE SUMMARY

Grambling State University is requesting permission to revise its current complimentary athletic ticket policy, last revised in October 2011. 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 current Grambling State University Complimentary Ticket Policy includes football tickets for home games and three Classics, away football games, basketball, and baseball games.

Several changes are proposed that result in the issuance of less complimentary tickets from 2011. Significant changes follow:

- **Football** -- Total decrease of 556 tickets including football home games and Classics.
- **Basketball** -- Total decrease of 150 tickets, for home games.
- **Baseball** -- Total decrease of 20 tickets, for home games.

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 Grambling State University’s request for approval to implement a revised Complimentary Ticket Policy.**
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL OF THE ATHLETIC DEPARTMENT’S REVISED COMPLIMENTARY TICKET POLICY

Grambling State University respectfully requests approval of our Athletic Department’s Revised Complimentary Ticket Policy (attached).

Your favorable consideration of this request would be appreciated.

Sincerely,

Cynthia Warrick, Ph.D.
Interim President

CW:jj

Attachments
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Compl-ist GSU New Titles 05-13-15 HR
ASMAlls F:\Grambling\State\University\Communications\GSU-New titles Comp List 04-15-15

(*) AS Requested
(#) Actual numbers may vary depending on number of students who make the Honor Roll or the size of the bands in the parade.
(**) Assistant Football Coaches receive four tickets each for Dallas
(##) Actual numbers may vary depending on the size of the groups who are invited to be a part of the promotion (i.e. members of the military)

High school and/or middle school students

(1) includes games played on-campus only
In cases where persons occupy more than one position, tickets will be issued at the higher limit only
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 25, 2015

Item F.2.  McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $28,215 annually. In addition, the McNeese State University Foundation will pay Coach a premium benefit of $6,785 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Tennis Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and HELENA BESOVIC (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $28,215.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

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

Revised 5/4/15
In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of $6,785.00 in monthly installments of $565.42. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a radio or television show to promote the McNeese State University Women's Tennis Team.

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

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
(e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

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

(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
(b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
   1. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage if COACH hires any employees to work at such camps or clinics;
   2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
   3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
(d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
(e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
(f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
(g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Tennis camps and/or women’s Tennis clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women’s Tennis Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Tennis Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 **Force Majeure**

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 **Previous Contracts**

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

**WITNESSES:**

[Signatures]

**Helena Besovic**, Head Women’s Tennis Coach  
McNeese State University  
Date 12/5/15

**Fred Bruce Hemphill**, Director of Athletics  
McNeese State University  
Date 1/12/15

**Richard Reid**, Vice President  
McNeese Foundation  
Date 5/13/15

**Dr. Philip C. Williams**, President  
McNeese State University  
Date 5/12/15

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ________ day of    

______________, 20_______.

**SECRETARY – Board of Supervisors**
Item F.3.  McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $54,517 annually, including $14,201 as a premium benefit from the McNeese Foundation. University may permit additional (non-recurring) supplemental pay to Coach for team participation in postseason events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2015.

Please place this item consideration and appr

Thank you for your attc

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Golf Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and ANDREW A. BURK, JR. (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University's President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $40,316.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of $14,201.18 in monthly installments of $1,183.43. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 **Contracts for Broadcast and/or Telecast**

4.1 COACH may host a radio or television show to promote the McNeese State University Golf Team.

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
(e) The COACH is an independent contractor during said radio or 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.
(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 radio or television show.

5.0 ** Camps and Clinics**

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
(b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
   1. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
   2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
   3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
(d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
(e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
(f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
(g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is 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.
(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

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

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

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

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

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Golf camps and/or Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

11.0 **Compliance with Local, State and Federal Laws**

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

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

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

13.0 Golf Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Golf Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

Lisa Lulli

Andrew A. Burk, Jr., Head Golf Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Richard Reid, Vice President
McNeese Foundation

Dr. Philip C. Williams, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _______ day of

_______________, 20_______.

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.4. McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $48,250, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

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

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Volleyball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams and ASHLEIGH M. FITZGERALD (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University’s President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

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

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance with the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 Contracts for Broadcast and/or Telecast

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

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

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
(e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

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

(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
(b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
(c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
   1. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
   2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
   3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
(d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
(e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
(f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
(g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
(h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

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

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

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

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

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Volleyball camps and/or women’s Volleyball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division 1 Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 **Compliance with Local, State and Federal Laws**

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

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

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

13.0 **Women’s Volleyball Staff**

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 **Termination**

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Volleyball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 **Fundraising**

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 **Severability**

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures]

[Signatures]

[Signatures]

Date 5/15/15
Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach
McNeese State University

Date 5/13/15
Fred Bruce Hemphill, Director of Athletics
McNeese State University

Date 5/13/2015
Dr. Philip C. Williams, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _______ day of

_________________________, 20__________

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.5.  McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $40,118 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Michael E. Fluty, Head Women’s Golf Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Golf Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and MICHAEL E. FLUTY (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University's President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $40,118.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

3.4 In this appointment, in accordance with ULS Policy Number FS.111.XX1.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 Contracts for Broadcast and/or Telecast

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
   (e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
   (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   (c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
      1. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
      2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
      3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Golf camps and/or women’s Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women’s Golf Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Golf Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures]

Michael E. Fluty, Head Women’s Golf Coach
McNeese State University

Date 5/13/15

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Date 5/12/15

Dr. Philip C. Williams, President
McNeese State University

Date 5/12/15

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ________ day of

_____________________, 20__________

SECRETARY – Board of Supervisors
Item F.6.  McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $52,126 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women’s Track Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Brendon J. Gilroy, Head Men’s and Women’s Track Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Men’s and Women’s Track Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, and BRENDON J. GILROY (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University’s President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $52,126.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a radio or television show to promote the McNeese State University Men’s and Women’s Track Team.

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
   (e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
   (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
      1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
      2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
      3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Men’s and Women’s Track camps and or Men’s and Women’s Track clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Men’s and Women’s Track Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Men’s and Women’s Track Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

Brendon J. Gilroy, Head Men's and Women's Track Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.7. McNeese State University’s request for approval of a contract with Ms. Joanna F. Hardin, Head Women’s Softball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $45,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Joanna F. Hardin, Head Women’s Softball Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Joanna F. Hardin, Head Women’s Softball Coach, effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Softball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams and JOANNA F. HARDIN (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University’s President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $45,000.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 **Contracts for Broadcast and/or Telecast**

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

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

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

(e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 **Camps and Clinics**

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

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

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

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

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

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

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

3. **Other Insurance Requirements**: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Softball camps and/or women’s Softball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

11.0 **Compliance with Local, State and Federal Laws**

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

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

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

13.0 Women’s Softball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Softball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 **Force Majeure**

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 **Previous Contracts**

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

**WITNESSES:**

[Signatures]

Joanna F. Hardin, Head Women's Softball Coach  
McNeese State University  
Date: 5/12/15

Fred Bruce Hemphill, Director of Athletics  
McNeese State University  
Date: 5/12/15

Dr. Philip C. Williams, President  
McNeese State University  
Date: 5/12/15

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

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.8. McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $54,500 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Justin W. Hill, Head Baseball Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Baseball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams and JUSTIN W. HILL (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head 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 Athletics 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 McNeese State University’s President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $54,500.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

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

Revised 5/4/15

Page 1 of 5
4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a radio or television show to promote the McNeese State University Baseball Team.

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

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

(e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

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

3. **Other Insurance Requirements:** provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of 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 (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

13.0 Baseball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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 days’ 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Baseball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 **Force Majeure**

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 **Previous Contracts**

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

**WITNESSES:**

[Signatures and names]

Justin W. Hill, Head Baseball Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.9. McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2016, Coach will earn $48,609, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

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

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Soccer Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams and RONALD P. SAVOIE, JR. (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to 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 McNeese State University's President.

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2016 unless extended under the terms of this contract.

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

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

3.0 Compensation

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

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 Contracts for Broadcast and/or Telecast

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
   (e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
   (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   (c) The COACH agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
      1. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
      2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
      3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

Revised 5/4/15
6.0 Courtesy / Leased Vehicle Benefit

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

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

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

6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V.2a.

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Soccer camps and/or women’s Soccer clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women’s Soccer Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Soccer Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.
17.0 **Force Majeure**

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 **Previous Contracts**

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures and dates]

Ronald P. Savoie, Jr., Head Women’s Soccer Coach  
McNeese State University  
Date: 5/12/15

Fred Bruce Hemphill, Director of Athletics  
McNeese State University  
Date: 5/12/15

Dr. Philip C. Williams, President  
McNeese State University  
Date: 5/12/15

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

SECRETARY – Board of Supervisors
Item F.10. McNeese State University’s request for approval of a contract with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2018, Coach will earn $85,080 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of $25,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the contracted salary that he would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic-related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment.

The University and the McNeese State 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 McNeese State University’s request for approval of a contract with Mr. Dave Simmons, Head Men’s Basketball Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Dave Simmons, Head Men’s Basketball Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Men’s Basketball Coach
CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and DAVE SIMMONS (hereinafter referred to as "COACH"). This agreement is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 McNeese State University (the "University") does hereby employ COACH as Head 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 Athletics Director.

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2018 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $85,080.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

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

3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay an annual premium benefit in the amount of $25,000.00 in monthly installments of $2,083.33. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

Revised 5/4/15
4.0 Contracts for Broadcast and/or Telecast

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

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

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

(e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

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

3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Men’s Basketball camps and/or Men’s Basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

11.0 **Compliance with Local, State and Federal Laws**

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

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

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

13.0 Men’s Basketball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 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, the University will obtain approval from the President of the University of Louisiana System.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

(a) Of the amount described in section 3.1, the University shall be responsible for paying amounts due to COACH through June 30th of the fiscal year of termination. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. The amount that would be payable by funds within the Foundation will be paid to COACH on a monthly basis until the expiration of the contracted term.

(b) If COACH should gain other employment during the period of contract, the amount due COACH will be reduced by the amount of compensation received from other employment.

14.5 Should COACH’s contract be terminated for just cause, the University and the Foundation 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:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Baseball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising
15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability
16.1 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.

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

18.0 Previous Agreements
18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures]

Dave Simmons, Head Men’s Basketball Coach
McNeese State University

Date 5/14/15

Fred Bruce Hemplill, Director of Athletics
McNeese State University

Date 5/12/15

Richard Reid, Vice President
McNeese Foundation

Date 5/13/15

Dr. Philip C. Williams, President
McNeese State University

Date 5/13/15

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

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.11.  McNeese State University’s request for approval of a contract with Mr. Bernard M. Viator, Head Men’s Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2018, Coach will earn $119,500 annually. In addition to the salary, the McNeese Foundation shall pay Coach a premium benefit of $22,091 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the contracted salary that he would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese Foundation athletic-related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. No damages shall be due if termination is for just cause.

The University and the McNeese 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 McNeese State University’s request for approval of a contract with Mr. Bernard M. Viator, Head Men’s Football Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Bernard M. Viator, Head Football Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY  
Head Football Coach  

CONTRACT OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF CALCASIEU  

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and BERNARD M. VIATOR (hereinafter referred to as "COACH"). This agreement is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.  

1.0 Employment  

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

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

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

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

2.0 Term  

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2018 unless extended under the terms of this contract.  

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

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

3.0 Compensation  

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $119,500.00, payable on a monthly basis.  

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.  

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

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

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

3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay an annual premium benefit in the amount of $22,091.00 in monthly installments of $1,840.92. The funds shall be transferred from the Foundation to the
University and paid to the COACH through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

4.1 COACH may host a radio or television show to promote the McNeese State University Football Team.

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
   (e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

COACH must adhere to the Policy for Use of Campus Facilities.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
   (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
       1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
       2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
       3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

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

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

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

6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V.2a.

7.0 **Employee Benefits**

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Football camps and/or Football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

11.0 **Compliance with Local, State and Federal Laws**

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

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

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

13.0 Football Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 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, the University will obtain approval from the President of the University of Louisiana System.

14.2 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

(a) Of the amount described in section 3.1, the University shall be responsible for paying amounts due to COACH through June 30th of the fiscal year of termination. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. The amount that would be payable by funds within the Foundation will be paid to COACH on a monthly basis until the expiration of the contracted term.

(b) If COACH should gain other employment during the period of contract, the amount due COACH will be reduced by the amount of compensation received from other employment.

14.5 Should COACH’s contract be terminated for just cause, the University and the Foundation 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:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Baseball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.
16.0 Severability

16.1 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.

17.0 Force Majeure

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

18.0 Previous Agreements

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures]

Bernard M. Viator, Head Football Coach
McNeese State University

Date 5/12/15

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Date 5/13/15

Richard Reid, Vice President
McNeese Foundation

Date 5/13/15

Dr. Philip C. Williams, President
McNeese State University

Date 5/13/15

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

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.12.  McNeese State University’s request for approval of a contract with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under this three-year agreement, through June 30, 2018, Coach will earn $91,253 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, the Coach shall be entitled to remainder of the contracted salary that she would have earned from the effective date of termination to the expiration of the contracted term. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic-related accounts. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. No damages shall be due if termination is for just cause.

The University and the McNeese State 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 McNeese State University’s request for approval of a contract with Ms. Brooks Donald-Williams, Head Women’s Basketball Coach, effective July 1, 2015.
May 13, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Brooks D. Williams, Head Women’s Basketball Coach effective July 1, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the June 25, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]
Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Basketball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and BROOKS D. WILLIAMS (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2015, and terminating without further notice to COACH on the 30th day of June 2018 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $91,253.00, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
4.0 Contracts for Broadcast and/or Telecast

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the 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 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 show.
   (e) The COACH is an independent contractor during said radio or 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 radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
   (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
      1. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
      2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
      3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such is, licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 Courtesy / Leased Vehicle Benefit

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

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

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

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

7.0 Employee Benefits

7.1 The COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. 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/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of women’s Basketball camps and/or women’s Basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women’s Basketball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

14.1 Either party may terminate this contract 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.

14.2 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 days’ 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.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs 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.

14.4 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 University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

(a) Of the amount described in section 3.1, the University shall be responsible for paying amounts due to COACH through June 30th of the fiscal year of termination. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Foundation. The amount that would be payable by funds within the Foundation will be paid to COACH on a monthly basis until the expiration of the contracted term.

(b) If COACH should gain other employment during the period of contract, the amount due COACH will be reduced by the amount of compensation received from other employment.

14.5 Should COACH’s contract be terminated for just cause, the University and the Foundation shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

(a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as

(b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women’s Basketball Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising
15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract 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.

17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract 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.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

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

WITNESSES:

[Signatures and dates]

Brooks D. Williams, Head Women’s Basketball Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Richard Reid, Vice President
McNeese Foundation

Dr. Philip C. Williams, President
McNeese State University

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

SECRETARY – Board of Supervisors
Item F.13. Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Williams, Football Defensive Coordinator, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $72,700. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. In addition, the Coach shall receive a salary supplement of $2,300 for Student/Athletes Community Service initiatives. Finally, Coach may also be provided the use of a vehicle and will be required to maintain appropriate insurance as required (if vehicle is available).

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Blake Williams, Football Defensive Coordinator, effective July 1, 2015.
May 14, 2015

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

Re: Contract for Football Defensive Coordinator

Dear Dr. Woodley:

Southeastern Louisiana University respectfully requests the following contract for football defensive coordinator be placed on the agenda for the June 2015 meeting of the Board of Supervisors:

Blake Williams – Football Defensive Coordinator

Your consideration is appreciated.

Sincerely,

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
DEFENSIVE COORDINATOR FOOTBALL

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

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

1.0 Employment

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

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

1.3 DEFENSIVE COORDINATOR agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the
UNIVERSITY or its athletics programs.

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

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

2.0 Term

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

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

3.0 Compensation

3.1 In consideration of DEFENSIVE COORDINATOR’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay DEFENSIVE COORDINATOR a base annual salary of $72,700 for the term of this agreement on a bi-weekly basis.
3.2 The DEFENSIVE COORDINATOR may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The DEFENSIVE COORDINATOR is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The DEFENSIVE COORDINATOR shall receive an additional salary supplement of $2,300 paid on a bi-weekly basis for Student/Athletes Community Service initiatives.

3.4 The DEFENSIVE COORDINATOR may be eligible for additional supplemental pay as recommended by the Head Football Coach and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by a third-party affiliate of the University.

4.0 Employee Benefits

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

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

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

(c) The DEFENSIVE COORDINATOR may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The DEFENSIVE COORDINATOR further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each FOOTBALL season, DEFENSIVE COORDINATOR shall be entitled to

Coach Initial: [Signature] Admin Initial: [Signature]
a total of four (4) tickets per home FOOTBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

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

6.0 Compliance with NCAA, Conference and University Rules

6.1 DEFENSIVE COORDINATOR shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. DEFENSIVE COORDINATOR shall also promote an atmosphere of compliance and monitor the compliance of DEFENSIVE COORDINATOR'S staff (NCAA Bylaw 11.1.2.1). If DEFENSIVE COORDINATOR is found in violation of NCAA regulations, the DEFENSIVE COORDINATOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). DEFENSIVE COORDINATOR may be

Coach Initial: [Signature]
Admin Initial: [Signature]
suspended for a period of time, without pay, or the employment of DEFENSIVE COORDINATOR may be terminated if DEFENSIVE COORDINATOR is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

7.0 Termination

7.1 Prior to the termination of DEFENSIVE COORDINATOR, UNIVERSITY will obtain approval from the President of the University of Louisiana System. The HEAD FOOTBALL COACH may recommend such termination to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract, without cause, the DEFENSIVE COORDINATOR shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1.

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

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

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

Coach Initial: Admin Initial:
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

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

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

7.5 This contract may be terminated at any time should the UNIVERSITY discontinue the FOOTBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, DEFENSIVE COORDINATOR will receive a 90 calendar day notice of termination or the number of days remaining on the current contract, whichever is less. In lieu of
such notice, COACH may receive 90 days of regular pay or the remaining days on the current contract, whichever is less, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

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

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

8.0 Force Majeure

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

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

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Date

Jay Artigues
DIRECTOR OF ATHLETICS

Date

Blake Williams
DEFENSIVE COORDINATOR - FOOTBALL

5/13/15

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

meeting on the day of , 20 .

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

ATHLETIC COMMITTEE

June 25, 2015

Item F.14. University of Louisiana at Lafayette’s request for approval of a contract with Mr. Tony Robichaux, Head Baseball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

This agreement is for the five-year period from July 1, 2015 through June 30, 2020. During this period Coach shall receive an annual base salary of $125,580 from the University for each of the five years. The University of Louisiana at Lafayette Foundation shall pay Coach $30,000 for each of the five years for his role in the promotion and production of the University football program through radio and television programs.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows (which shall be cumulative in nature):

- For each home baseball game, 20 tickets will be provided to Coach.
- $10,000 if team wins regular season conference championship, or conference tournament championship, or makes an NCAA tournament appearance.
- An additional $5,000 if team wins both the conference championship and conference tournament championship in same year.
- $15,000 if team reaches an NCAA Super Regional.
- $20,000 if team reaches the NCAA College World Series.
- $25,000 if team wins the NCAA National Championship.
- $2,000 if baseball team earns a GPA of 3.0 or above if team academic performance report (APR) is above 930.
- $2,000 if baseball team graduation success rate exceeds 60% and if team academic performance report (APR) is above 930.
- $3,000 if Coach is named Coach of the Year by the Sun Belt Conference.
- $4,000 if Coach is named Louisiana Coach of the Year.
- $5,000 if Coach is named South Regional Coach of the Year.
- $10,000 if Coach is named National Coach of the Year.
- $2,500 if average baseball paid attendance for home games in a season equals or exceeds 2,500.
- Coach shall earn $60,000 upon execution of this agreement.
- University shall deposit $30,000 in an interest-bearing annuity on Coach’s behalf at the end of each year of the contract term.
Coach shall be provided the use of a vehicle provided by a dealership or a car allowance of $6,000 per year paid in equal monthly installments.

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

- In the first year of the contract (7/1/15 to 6/30/16), University shall pay remaining base salary and premium benefit due in that year plus $400,000.
- In the second year of the contract (7/1/16 to 6/30/17), University shall pay remaining base salary and premium benefit due in that year plus $300,000.
- In the third year of the contract (7/1/17 to 6/30/18), University shall pay remaining base salary and premium benefit due in that year plus $200,000.
- In the fourth year of the contract (7/1/18 to 6/30/19), University shall pay remaining base salary and premium benefit due in that year plus $100,000.
- In the fifth year of the contract (7/1/19 to 6/30/20), University shall pay remaining base salary and premium benefit due in that year.
- Liquidated damages for any amount exceeding the amount owed for the year in which the termination occurs shall be paid by the University of Louisiana at Lafayette Foundation.
- 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.

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

- In the first year of the contract (7/1/15 to 6/30/16), Coach shall pay University $250,000.
- In the second year of the contract (7/1/16 to 6/30/17), Coach shall pay University $150,000.
- In the third year of the contract (7/1/17 6/30/18), Coach shall pay University $100,000.
- In the fourth year of the contract (7/1/18 to 6/30/19), Coach shall pay University $50,000.
- In the fifth year of the contract (7/1/19 to 6/30/20), Coach shall not be liable to the University for liquidated damages.

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. Tony Robichaux, Head Baseball Coach, effective July 1, 2015.
June 5, 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 for the University of Louisiana at Lafayette to enter into a contractual agreement with Coach Tony Robichaux, Head Baseball Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

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

Sincerely,

E. Joseph Savoie  
President

svc

Attachments
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS AGREEMENT ("Agreement") made and entered into this the 5th day of June, 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 Tony Robichaux (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 Baseball 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 Baseball 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 Baseball 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 Baseball 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 baseball coaches, student-athlete members of the baseball team, graduate assistants, and baseball 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 baseball coaches, student-athlete members of the baseball team, graduate assistants, and baseball 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 Baseball team. He will be actively involved in the academic performance of
student-athlete members of the Baseball 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 Baseball 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 July 1, 2015, and ending June 30, 2020 (the “Term”).

4. BASE SALARY
The University agrees to pay Coach an annual salary of One Hundred Twenty-Five Thousand, Five Hundred and Eighty and No/100 ($125,580.00) Dollars payable in equal monthly installments of Ten Thousand Four Hundred, Sixty-Five and 00/100 ($10,465.00) Dollars.

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

6. CONTINGENT PREMIUM BENEFITS
A. In addition to the above salary, the University of Louisiana at Lafayette Foundation through designated athletic fund accounts, shall pay a premium benefit in the amount of Thirty Thousand and No/100 ($30,000.00) Dollars annually to be paid in equal monthly installments of Two Thousand Five Hundred ($2,500) Dollars, for the period from July 1, 2015, to June 30, 2020. Payment of this premium benefit is contingent upon Coach making reasonable efforts to
appear on radio and television programs during the baseball 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, gamé broadcasts, pre-game and game shows and coach’s shows during the baseball 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 Baseball 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 Director 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 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 Baseball Coaches in the promotion and production of similar programs at other Division I baseball institutions. The University recognizes that his primary duties as Head Baseball 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 Baseball Coach.

7. SUPPLEMENTAL COMPENSATION

During his employment as Coach of the University's baseball team, 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 for from 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 suspended or notified that his employment has been terminated prior to earning any supplemental compensation, Coach shall be entitled to supplemental compensation for the following events or occurrences during the Term of this Agreement (which shall be cumulative in nature).

A. For each baseball season, Coach shall be entitled to a total of twenty (20) tickets per home baseball game.

B. In addition to his salary, Coach shall receive supplemental compensation for the following accomplishments the Team attains in any academic year within the term of this agreement: (1) an amount equal to Ten Thousand and No/100 ($10,000.00) Dollars if the team wins the regular season Conference Championship, or Conference Tournament Championship, or makes an NCAA tournament appearance; (2) an additional amount equal to Five Thousand and No/100 ($5,000.00) Dollars if the team wins both the Conference Championship and the Conference Tournament Championship in the same year; (3) an amount equal to Fifteen Thousand and No/100 ($15,000.00) Dollars if the team reaches an NCAA Super Regional; (3) an amount equal to Twenty Thousand and No/100 ($20,000.00) Dollars if the team reaches the NCAA College World Series; (4) an amount equal to Twenty-Five Thousand and No/100 ($25,000.00) Dollars should the baseball team win the NCAA National Championship.

C. In addition to his salary, Coach shall receive a supplemental compensation of: (1) Two Thousand and No/100 ($2,000.00) Dollars should the baseball team earn an
annual academic grade point average of 3.0 or above as reported to the Sun Belt Conference. If the University has been notified that the baseball team has a cumulative average below 930 on the Academic Performance Report (APR), the supplemental compensation in this section will not be paid; (2) Two Thousand and No/100 ($2,000.00) Dollars should the graduation success rate of the baseball team as reported by the NCAA exceed sixty (60%) percent. If the University has been notified that the baseball team has a cumulative average below 930 on the Academic Performance Report (APR), the supplemental compensation in this section will not be paid.

D. For being recognized as Sun Belt Conference Coach of the Year, the University shall pay the Coach supplemental compensation of Three Thousand and No/100 ($3,000.00) Dollars. For being recognized as Louisiana's Coach of the Year, the University shall pay the Coach supplemental compensation of Four Thousand and No/100 ($4,000.00) Dollars. For being recognized the South Regional Coach of the Year, the University shall pay the Coach supplemental compensation of Five Thousand and No/100 ($5,000.00) Dollars. For being recognized National Coach of the Year, the University shall pay the Coach supplemental compensation of Ten Thousand and No/100 ($10,000.00) Dollars. This supplemental compensation is expressly limited to those awards bestowed by AP, UPI, Baseball America, USA Today, any national television network (CBS, ABC, NBC, or FOX), and NABC. Any other award bestowed by any other entity shall not result in supplemental compensation to the Coach unless in the sole discretion and judgment of the University, such supplemental compensation is warranted.

E. Should average baseball paid attendance for home games in a season during the terms of this contract equal or exceed two thousand five hundred or paid season tickets for the year equal or exceed 2500, the University shall pay the Coach supplemental compensation of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars.

F. The University acknowledges that the Baseball Assistant Coaches contribute to Coach's achievements in earning the above described supplemental compensation. During their employment as Baseball Assistant Coaches, each
shall receive supplemental compensation equal to twenty-five (25\%) percent of the amount of supplemental compensation paid to Coach in sections 7B-7C (not to exceed $10,000 per assistant coach). 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 Assistant Coach has been suspended or notified that his employment has been terminated prior to earning any supplemental compensation.

8. RETENTION INCENTIVE PAYMENTS
At the end of each year of the term (e.g., July 1, 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 June 30, 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 March 30, 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.

9. SIGNING COMPENSATION
University shall pay Coach compensation in the amount of Sixty Thousand and No/100 ($60,000) Dollars upon the execution of this Agreement. Said compensation shall be paid from University of Louisiana at Lafayette Foundation Athletic Fund Accounts.

10. 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).

11. CAMPS AND CLINICS

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

12. 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 Director 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.

13. BASEBALL STAFF
Coach shall have the authority to select assistant Baseball Coaches upon approval by the Director, University President and the Board of Supervisors for the University of Louisiana System which selection shall follow University policies and procedures.

14. 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.

15. 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.

16. TERMINATION
A. Without Cause. Either party may terminate this Agreement without Just Cause 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:
1. If the University terminates this Agreement in the first year of this Agreement (7-1-15 and 6-30-16) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Four Hundred Thousand and No/100 ($400,000.00) Dollars.

2. If the University terminates this Agreement in the second year of this Agreement (7-1-16 and 6-30-17) 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.

3. If the University terminates this Agreement in the third year of this Agreement (7-1-17 and 6-30-18) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus Two Hundred Thousand and No/100 ($200,000.00) Dollars.

4. If the University terminates this Agreement in the fourth year of this Agreement (7-1-18 and 6-30-19) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year plus One Hundred Thousand and No/100 ($100,000.00) Dollars.

5. If the University terminates this Agreement in the fifth year of this Agreement (7-1-19 and 6-30-20) the University shall pay Coach the remaining base salary plus Contingent Premium Benefit due in that year (as if this Agreement naturally expired).

6. 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 Athletics 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 15 A, all obligations of the University (to the extent not already accrued or vested) to Coach shall cease as of the effect date of such termination.

F. With cause. Should the University terminate this Agreement for 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:

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

2. Arrest or conviction of any criminal statute that constitutes a felony or a misdemeanor arrest involving moral turpitude.
3. The committing by Coach of a major violation of NCAA or Conference regulations or the committing of major violations of NCAA or conference regulations by Coach's staff of which Coach had prior knowledge and failed to report or attempt to prevent.

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

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

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

16. 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:

1. If Coach terminates this Agreement in the first year of this Agreement (7/1/15 – 6/30/16) Coach shall pay University Two Hundred Fifty Thousand and 00/100 ($250,000) Dollars.

2. If Coach terminates this Agreement in the second year of this Agreement (7/1/16 – 6/30/17) Coach shall pay University One Hundred Fifty Thousand and 00/100 ($150,000) Dollars.

3. If Coach terminates this Agreement in the third year of this Agreement (7/1/17 – 6/30/18) Coach shall pay University One Hundred Thousand and 00/100 ($100,000) Dollars.
4. If Coach terminates this Agreement in the fourth year of this Agreement (7/1/18 – 6/30/19) Coach shall pay University Fifty Thousand and 00/100 ($50,000) Dollars.

5. If Coach terminates this Agreement in the fifth year of this Agreement (7/1/19 – 6/30/20) 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.

17. 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 Baseball coach or in any other employment capacity.

18. 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.

19. 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.

20. 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.

21. WRITTEN NOTICE

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

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

_University Designee:_

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

_With copy to:_

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

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

_Coach_ 

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

Witnesses:

Approved:

Tony Robichaux
Head Baseball Coach
University of Louisiana at Lafayette

Scott Farmer
Director of Athletics
University of Louisiana at Lafayette

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

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of _________ 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 TONY ROBICHAX,  
HEAD BASEBALL COACH  

AGREEMENT  
HEAD BASEBALL COACH  

This is an agreement between the University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Tony Robichaux, the University Head Baseball 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 Baseball 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 Baseball Coach. The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the liquidated damages owed the Head Baseball Coach an amount not to exceed Four Hundred Thousand and No/100 ($400,000.00) Dollars, as per section 16 of the employment agreement, between the University of Louisiana at Lafayette and the Head Baseball 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 the contingent premium benefits as per section 6 and the supplemental compensation of the Head Baseball Coach and the Assistant Baseball Coaches as per Section 7 of the Agreement between the University of Louisiana at Lafayette and the Head Baseball Coach.  

3.  
All funds payable from the University of Louisiana at Lafayette Foundation shall be paid from Athletic Foundation Fund Accounts.  

4.  
The University of Louisiana at Lafayette Foundation and Head Baseball Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Baseball Coach’s employment agreement and all agree to be bound by the terms of each agreement.
Entered into this 5th day of June, 2015.

TONY ROBICHAUX
HEAD BASEBALL 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.

DR. SANDRA WOODLEY
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM
Item F.15. University of Louisiana at Monroe’s request for approval of a contract with Mr. Nathaniel Brown, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $50,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Nathaniel Brown, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and NATHANIEL BROWN (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $50,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance
During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2015 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) days from the employment termination date for the Head Coach, and the University is not liable to Coach for any amounts that would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Masters
Shana St. Blim
Manny Lee
R. Keith Clark

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Nathaniel Brown
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

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

Revised 5/27/15
Item F.16. University of Louisiana at Monroe’s request for approval of a contract with Mr. Matthew Clark, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $60,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Matthew Clark, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT

ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and MATTHEW CLARK (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

2.1 The term of this agreement is for a fixed period of one year, commencing on the 1<sup>st</sup> day of July, 2015, and terminating without further notice on the 30<sup>th</sup> day of June, 2016, unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $60,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

**Athletics Competition Incentives**

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULMAF.

8.2 Should COACH secure another position inside or outside the coaching professions as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2015 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) days from the employment termination date for the Head Coach, and the University is not liable to Coach for any amounts that would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of
the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Mattox

[signature]

Nick J. Bruno, Ph.D.
President, ULM

Mary Lou

[signature]

Brian Wickstrom, Ph.D.
Director of Athletics

Alma Shaw

[signature]

Matthew Clark
Assistant Football Coach

P. J. coUall

[signature]

Dr. Sandra Woodley, System President
University of Louisiana System

Poo. lart

[signature]

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on
the __________ day of __________________, 20____.
Item F.17. University of Louisiana at Monroe’s request for approval of a contract with Mr. Steve Farmer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $121,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The ULM Athletic Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration). If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Steve Farmer, Offensive Coordinator/Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT

ASSISTANT HEAD FOOTBALL COACH

(Offensive Coordinator)

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and STEVE FARMER (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $121,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 **Employee Benefits**

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2015 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) days from the employment termination date for the Head Coach, and the University is not liable to Coach for any amounts that would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Hartman
Mara D. Brown

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Steve Farmer
Offensive Coordinator/Assistant Head Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the __________ day of ____________________, 20____.
Item F.18. University of Louisiana at Monroe’s request for approval of a contract with Mr. John Mumford, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $79,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. John Mumford, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and JOHN MUMFORD (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $79,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game; COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2015 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) days from the employment termination date for the Head Coach, and the University is not liable to Coach for any amounts that would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Martin
Nick J. Bruno, Ph.D.
President, ULM

Shana D. Brewer
Brian Wickstrom, Ph.D.
Director of Athletics

Mike Co.

Bergeron

W. Todd Allain

Reid

Athletic Director

John Mumford
Assistant Football Coach

Pam Griffith

Athletic Director

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ______ day of ________, 20__.
Item F.19. University of Louisiana at Monroe’s request for approval of a contract with Mr. Jason Nichols, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $80,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Jason Nichols, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and JASON NICHOLS (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $80,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the University, with prior approval of the President of the University of Louisiana System and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to the expiration of its Term, it shall be liable to COACH for the remaining months of base compensation due through the expiration of this Agreement. Amounts due for the current fiscal year of termination (from the date of termination through the subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and December 1st of 2015 COACH would be liable to the University for liquidated damages in the amount of the remaining base salary from the date of termination to the contract end date. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) days from the employment termination date for the Head Coach, and the University is not liable to Coach for any amounts that would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[Signature Page on Next Page]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Jason Nichols
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ________ day of ____________, 20____.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 25, 2015

Item F.20. University of Louisiana at Monroe’s request for approval of a contract with Mr. Travis Niekamp, Co-Defensive Coordinator/Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $113,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Travis Niekamp, Co-Defensive Coordinator/Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH
(Co-Defensive Coordinator)

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and TRAVIS NIEKAMP (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University does hereby employ COACH as CO-DEFENSIVE COORDINATOR/ASSISTANT COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to Football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President, Director of Intercollegiate Athletics, and Head Football Coach.

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

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

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

Revised 5/27/15
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $113,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

   (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the
University, with prior approval of the President of the University of Louisiana System
and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to
the expiration of its Term, it shall be liable to COACH for the remaining months of
base compensation due through the expiration of this Agreement. Amounts due for
the current fiscal year of termination (from the date of termination through the
subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as
either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and
December 1st of 2015 COACH would be liable to the University for liquidated damages
in the amount of the remaining base salary from the date of termination to the contract
end date. The liquidated damages shall be due and payable in a lump sum within sixty
(60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the
expiration of this agreement, this agreement will automatically terminate upon
the expiration of thirty (30) days from the employment termination date for the
Head Coach, and the University is not liable to Coach for any amounts that
would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Martin
Shawn M. Brown

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Travis Nickamp
Co-Defensive Coordinator/Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _______________ day of ________________, 20_____.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 25, 2015

Item F.21. University of Louisiana at Monroe’s request for approval of a contract with Mr. Mario Price, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $65,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Mario Price, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the "Foundation" or "ULMAF") and MARIO PRICE (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 the "Board"), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $65,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1\textsuperscript{st} following accomplishment. These athletics competition incentives will only be awarded if the team's two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits

5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

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

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 **Compliance with NCAA, Conference and University Rules**

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the
University, with prior approval of the President of the University of Louisiana System
and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to
the expiration of its Term, it shall be liable to COACH for the remaining months of
base compensation due through the expiration of this Agreement. Amounts due for
the current fiscal year of termination (from the date of termination through the
subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as
either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and
December 1st of 2015 COACH would be liable to the University for liquidated damages
in the amount of the remaining base salary from the date of termination to the contract
end date. The liquidated damages shall be due and payable in a lump sum within sixty
(60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the
expiration of this agreement, this agreement will automatically terminate upon
the expiration of thirty (30) days from the employment termination date for the
Head Coach, and the University is not liable to Coach for any amounts that
would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

Nick J. Bruno, Ph.D.
President, UL

[Signature]
Brian Wickstrom, Ph.D.
Director of Athletics

[Signature]
Mario Price
Assistant Football Coach

[Signature]
Dr. Sandra Woodley, System President
University of Louisiana System

[Signature]
Kevin Woods, President
ULM Athletic Foundation

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

Revised 5/27/15
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 25, 2015

Item F.22. University of Louisiana at Monroe’s request for approval of a contract with Mr. Adam Waugh, Co-Defensive Coordinator/Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $108,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Adam Waugh, Co-Defensive Coordinator/Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT

ASSISTANT FOOTBALL COACH

(Co-Defensive Coordinator)

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and ADAM WAUGH (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 the “Board”), the management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University does hereby employ COACH as CO-DEFENSIVE COORDINATOR/ASSISTANT COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to Football which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President, Director of Intercollegiate Athletics, and Head Football Coach.

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

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

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

Revised 5/27/15
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $108,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits
5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

6.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of the University employment and the University shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with state statute and the Board of Supervisors for the University of Louisiana System policies. (Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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.

8.0 Termination

8.1 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. Should the
University, with prior approval of the President of the University of Louisiana System
and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to
the expiration of its Term, it shall be liable to COACH for the remaining months of
base compensation due through the expiration of this Agreement. Amounts due for
the current fiscal year of termination (from the date of termination through the
subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as
either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and
December 1st of 2015 COACH would be liable to the University for liquidated damages
in the amount of the remaining base salary from the date of termination to the contract
end date. The liquidated damages shall be due and payable in a lump sum within sixty
(60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the
expiration of this agreement, this agreement will automatically terminate upon
the expiration of thirty (30) days from the employment termination date for the
Head Coach, and the University is not liable to Coach for any amounts that
would have been owed to Coach but for this termination.

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

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Masters

Thara D. Brown

M. C. Cos

Mr. J. B. O'Neal

[Signature]

[Signature]

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Adam Waugh
Co-Defensive Coordinator/Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _______ day of __________________, 20 ______.
Item F.23. University of Louisiana at Monroe’s request for approval of a contract with Mr. Cody Wells, Assistant Football Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through June 30, 2016, Coach’s annual salary is $40,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation may pay athletics competition incentives based on certain specified achievements, as follows:

- $3,000 if team wins regular season Conference Championship and plays in a post-season bowl game
- $1,500 if team does not win regular season Conference Championship, but plays in a post-season bowl game
- $500 if team wins post-season bowl game

The athletics competition incentives will only be awarded if Coach is on staff March 1 following accomplishment and the team’s two-year average APR score of that particular year is equal to or greater than 940.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base compensation from the University. If Coach terminates the agreement without cause between July 1 and December 1 of 2015, then Coach shall be liable to the University for remaining months of base compensation. 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. Cody Wells, Assistant Football Coach, effective July 1, 2015.
CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of July, 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 (hereinafter referred to as the “Foundation” or “ULMAF”) and CODY WELLS (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 the “Board”). The management board for the University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

1.4 COACH shall inform the Head Football Coach of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.0 Term

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, ULM shall pay COACH a base annual salary for the term of this contract, on a monthly basis, in the amount of $40,000 plus allowable benefits. Salary increases will be awarded based on performance and funding availability.

4.0 Annual Performance Incentives

4.1 Team Performance

During the time of employment as assistant 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 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 ULMAF will issue the appropriate informational return to the Coach and to the Internal Revenue Service and provide a copy to ULM. The potential supplements/incentives are as follows:

Athletics Competition Incentives

Team wins regular season Conference Championship and plays in a post-season bowl game: COACH shall earn $3,000 supplemental compensation.
Team does not win regular season Conference Championship but plays in a post-season bowl game but does not win the bowl game: COACH shall earn $1,500 supplemental compensation.

Team wins post-season bowl game: COACH shall earn $500 supplemental compensation.

Incentives will be payable to COACH from the ULMAF if he is on staff March 1st following accomplishment. These athletics competition incentives will only be awarded if the team’s two-year average Academic Progress Rate (APR) score is equal to or greater than 940, and shall be paid from unrestricted funds in the ULMAF.

He agrees that no payment may be made to any coach who is the subject of a current disciplinary action or investigation.

These incentives will go into effect beginning with the 2015 football season.

5.0 Employee Benefits
5.1 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.

5.2 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.

5.3 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.
5.4 The COACH may be reimbursed for miles driving the courtesy vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. 1A-V. (2a) and in accordance with Division of Administration State Travel Policies.

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

6.0 Outside Income - Subject to Compliance with Board Rules

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

(Adopted 2/24/95)

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

7.0 Compliance with NCAA, Conference and University Rules

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisors rules, federal laws, and the laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated without pay if COACH is found to have direct knowledge and involvement in deliberate and serious violations or multiple secondary violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1). Multiple secondary violations are defined as more than three such violations in any twelve-month period.

7.2 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

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manner that befits a University official and shall always attempt to create goodwill and a
good image for the University.

8.0 Termination

8.1 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. Should the
University, with prior approval of the President of the University of Louisiana System
and the ULMAF Board of Trustees, terminate this Agreement without just cause prior to
the expiration of its Term, it shall be liable to COACH for the remaining months of
base compensation due through the expiration of this Agreement. Amounts due for
the current fiscal year of termination (from the date of termination through the
subsequent June 30th) shall be paid by ULM.

8.2 Should COACH secure another position inside or outside the coaching professions as
either a paid employee or as a volunteer, then this agreement will automatically terminate.

In the event COACH terminates the Contract without cause between July 1st and
December 1st of 2015 COACH would be liable to the University for liquidated damages
in the amount of the remaining base salary from the date of termination to the contract
end date. The liquidated damages shall be due and payable in a lump sum within sixty
(60) days of the date of termination.

If current Head Coach departs University for any reason whatsoever prior to the
expiration of this agreement, this agreement will automatically terminate upon
the expiration of thirty (30) days from the employment termination date for the
Head Coach, and the University is not liable to Coach for any amounts that
would have been owed to Coach but for this termination.

8.3 Just cause for termination shall include, but is not limited to a knowing or willful
violation or gross disregard of state or federal laws, NCAA Level One or Level
Two Violations or University policies or procedures; COACH’s unreasonable
failure to utilize his best efforts in the fulfillment of his duties as may be
reasonably required hereunder; or behavior that brings the employee into public
disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the

Revised 5/27/15
reputation or the high moral or ethical standards of ULM. Death of COACH, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with COACH's ability to perform essential functions and duties as a football coach.

8.4 If COACH terminates this Agreement for any other reason including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to ULM.

9.0 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.

10.0 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.

[SIGNATURE PAGE ON NEXT PAGE]
IN WITNESS WHEREOF, COACH and the duly authorized representatives of the University and ULMAF have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Masters
Shara A. Brown

Nick J. Bruno, Ph.D.
President, ULM

Brian Wickstrom, Ph.D.
Director of Athletics

Cody Wells
Assistant Football Coach

Dr. Sandra Woodley, System President
University of Louisiana System

Kevin Woods, President
ULM Athletic Foundation

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the __________ day of ______________, 20_____.
Item F.24. University of New Orleans’ request for approval of several amendments to the contract with Ms. Keeshawn Carter Davenport, Head Women’s Basketball Coach, effective July 1, 2015.

EXECUTIVE SUMMARY

The University and the Coach entered into the original agreement effective July 1, 2012. Both parties now agree to add an additional three years to the contract ending on June 30, 2018 at an annual salary of $66,000.

In addition, if the University terminates the agreement without cause prior to April 1, 2017, the Coach shall be entitled to 50% of the base salary that she would have earned for the remainder of the term of the contract and any performance incentives earned as of the date of termination. If the University terminates the agreement without cause prior on or after April 1, 2017, the Coach shall be entitled to 10% of the base salary that she would have earned for the remainder of the term of the contract and any performance incentives earned as of the date of termination.

Finally, the parties agree that any amounts due beyond the current fiscal year shall be solely funded by the Privateer Athletic Foundation. If Coach should gain other employment during the period of contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause to accept a Division I head coaching position, Coach would be liable to the University for liquidated damages in the amount of $15,000, which must be paid within sixty (60) days of departure.

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 several amendments to the contract with Ms. Keeshawn Carter Davenport, Head Women’s Basketball Coach, effective July 1, 2015.
May 15, 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 of an employment contract amendment for the Head Women’s Basketball Coach, Ms. Keeshawn Davenport. Attached is the original, signed contract amendment.

Thank you for your consideration.

Sincerely,

Peter J. Fos, Ph.D., M.P.H.  
President  
University of New Orleans
EMPLOYMENT AMENDMENT
HEAD WOMEN’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 Keeshawn Carter Davenport (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, 2012, and whereby UNO agreed to employ and COACH accepted employment as the Head Women’s Basketball Coach 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 three (3) years commencing on the 1st day of July, 2015 and extending through the 30th day of June, 2018.

2. COMPENSATION: Section 3.1 shall be amended to read:
   In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH an annual salary of $66,000, payable on a semi-monthly basis.

3. TERMINATION: Section 11.3 shall be amended to read:
   The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the University terminates the Contract prior to April 1, 2017, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary 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. In the event the University terminates the Contract on or after April 1, 2017, without cause, the COACH shall be entitled to liquidated damages equal to 10% of the base salary which would have been earned during the remaining term of the contract and any performance incentives or bonuses earned as of the date of termination. Amounts due for the year which comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond
the current University fiscal year, shall be funded solely by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the contract, University is only obligated to pay the difference between COACH’s new salary and contracted annual salary at the University.

In the event COACH terminates the Contract without cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by COACH or new employer equal to $15,000.
The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a Division 1 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.

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

WITNESSES:

KEESHAWN DAVENPORT, Head Women’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