BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 27, 2016

Item F.1.  Grambling State University’s request for approval of a contract with Mr. Broderick Lee Fobbs, Head Men’s Football Coach, effective August 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through December 31, 2018, Coach’s annual salary is $195,000. In addition, Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals, which will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year:

- APR meeting or exceeding the NCAA benchmark - $15,000
- Black College National Champion - $15,000
- Celebration Bowl Champion - $25,000
- SWAC Championship - $10,000
- Bayou Classic Champion - $7,500
- SWAC Coach of the Year - $10,000
- SWAC Division Champion - $5,000

In the event the University terminates the contract, without cause, Coach shall be entitled to one year of the base salary that he would have earned in the last year of his contract beginning on the date of termination. If the University has a declaration of financial exigency, Coach may be terminated at any time due to financial circumstances.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a contract with Mr. Broderick Lee Fobbs, Head Men’s Football Coach, effective August 1, 2016.
Item F.2. McNees State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $85,318 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 McNees State University’s request for approval of a contract with Mr. Justin Hill, Head Baseball Coach, effective July 1, 2016.
October 5, 2016

Dr. Daniel D. Reneau, Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

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, 2016.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the October 27, 2016 meeting.

Thank you for your attention in this matter.

Sincerely,

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 2016, and terminating without further notice to COACH on the 30th day of June 2017 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 voids and replaces all previous employment agreements with COACH. 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 $85,318.00, 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 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 operation of 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 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 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 its 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 signatures]

Justin W. Hill, Head Baseball Coach
McNeese State University

Date 9/26/16

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Date 9/26/16

Dr. Philip C. Williams, President
McNeese State University

Date 9/23/16

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

October 27, 2016

Item F.3. McNese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective November 1, 2016.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2017, Coach will earn $28,427 annually. In addition, the McNese State University Foundation will pay Coach a premium benefit of $8,753 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 McNese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective November 1, 2016.
October 5, 2016

Dr. Daniel D. Reneau, Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Reneau:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Helena Besovic, Head Women’s Tennis Coach, effective November 1, 2016.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the October 27, 2016 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

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 eight (8) months, commencing on the 1st day of November 2016, and terminating without further notice to COACH on the 30th day of June 2017 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 voids and replaces all previous employment agreements with COACH. 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 $18,951.33, 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 PS.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 $5,853.36 in monthly installments of $729.42. 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. 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 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 benefit 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 and dates]

Helena Besovic, Head Women’s Tennis 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

October 27, 2016

Item F.4.  Southeastern Louisiana University's request for approval of a contract with Mr. Benjamin Gipson, Assistant Men's Baseball Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 1, 2016 through June 30, 2017, Coach's base annual salary is $33,000. The agreement stipulates that the Coach may be eligible for annual cost-of-living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of $5,000 from the Lion Athletics Association for fundraising efforts.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association 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 Southeastern Louisiana University's request for approval of a contract with Mr. Benjamin Gipson, Assistant Men's Baseball Coach, effective July 1, 2016.
October 6, 2016

Dr. Daniel D. Reneau, Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, Louisiana 70802

Re: Athletic Assistant Coach Contracts

Dear Dr. Reneau:

Southeastern Louisiana University respectfully requests the following assistant athletics coach contracts be placed on the agenda for the October 2016 meeting of the Board of Supervisors.

1) Assistant Baseball Coach – Benjamin Andrew Gipson

2) Assistant Baseball Coach – Daniel K. Latham

Sincerely,

[Signature]

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 6th day of October, 2016 between Southeastern Louisiana University through its President, Dr. John Crain and Benjamin Andrew Gipson (hereinafter referred to as “ASSISTANT COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH’s designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY’s Athletic Director and President.

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

1 Coach Initial: Admin Initial:
1.4 ASSISTANT COACH shall inform the HEAD BASEBALL 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 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD BASEBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2016 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2017 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 ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSISTANT COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of $33,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH will be paid an additional annual amount of $5,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

Coach Initial: [Signature] Admin Initial: [Signature]
3.3 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

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

4.0 Employee Benefits

4.1 ASSISTANT COACH 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) ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.

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

(c) The ASSISTANT 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). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of

3 Coach Initial: [Signature] Admin Initial: [Signature]
four (4) tickets per home BASEBALL 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 ASSISTANT 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. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of BASEBALL camps and/or 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 ASSISTANT COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Constitution Article 11.3.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be
involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

7.0 Termination

7.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1.

7.2 ASSISTANT COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

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

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

(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 11.1.1
(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 ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

7.4 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 BASEBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSISTANT 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.
7.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT 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.

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

__________________________
SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT BASEBALL COACH

AGREEMENT
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Benjamin Andrew Gipson, the University ASSISTANT BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 7.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT BASEBALL Coach in the amount as per the Compensation Section 3.2 and 3.3 of the ASSISTANT COACH’s Contract of Employment with Southeastern Louisiana University.

Coach Initial: Admin Initial:
3.0

The Lion Athletics Association and ASSISTANT BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH’s contract, and all agree to be bound by the terms of each agreement.

Entered into this 17th day of October, 2014.

[Signatures and dates]

President - Dr. John Crain
Southeastern Louisiana University

Athletics Director
Jay Artigues

Assistant Coach - Men's Baseball
Benjamin Andrew Gipson

President
Lion Athletics Association

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

[Signature]

Secretary of the Board of Supervisors for the University of Louisiana System  

[Signature]  

Coach Initial: [Signature]  

Admin Initial: [Signature]
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 27, 2016

Item F.5. Southeastern Louisiana University’s request for approval of a contract with Mr. Daniel Latham, Assistant Men’s Baseball Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 1, 2016 through June 30, 2017, Coach’s base annual salary is $36,000. The agreement stipulates that the Coach may be eligible for annual cost-of-living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of $5,000 from the Lion Athletics Association for fundraising efforts.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period.

The University and the Lion Athletics Association 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 Southeastern Louisiana University’s request for approval of a contract with Mr. Daniel Latham, Assistant Men’s Baseball Coach, effective July 1, 2016.
October 6, 2016

Dr. Daniel D. Reneau, Interim President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, Louisiana 70802

Re: Athletic Assistant Coach Contracts

Dear Dr. Reneau:

Southeastern Louisiana University respectfully requests the following assistant athletics coach contracts be placed on the agenda for the October 2016 meeting of the Board of Supervisors.

1) Assistant Baseball Coach – Benjamin Andrew Gipson

2) Assistant Baseball Coach – Daniel K. Latham ✓

Sincerely,

[Signature]

John L. Crain
President

Attachments
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 6th day of October, 2016 between Southeastern Louisiana University through its President, Dr. John Crain and Daniel K. Latham (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD BASEBALL COACH or the HEAD BASEBALL COACH’s designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY’s Athletic Director and President.

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

Coach Initial: ___ Admin Initial: ___
1.4 ASSISTANT COACH shall inform the HEAD BASEBALL 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 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD BASEBALL COACH.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2016 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2017 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 ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSISTANT COACH'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of $36,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH will be paid an additional annual amount of $5,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

Coach Initial: Admin Initial:
3.3 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

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

4.0 Employee Benefits

4.1 ASSISTANT COACH 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) ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.

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

(c) The ASSISTANT 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). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of
four (4) tickets per home BASEBALL 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 ASSISTANT 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. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of BASEBALL camps and/or 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 ASSISTANT COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Constitution Article 11.3.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH’s staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be
involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

7.0 Termination

7.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1.

7.2 ASSISTANT COACH may be terminated by the HEAD BASEBALL COACH for cause at any time for:

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

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

(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 11.1.1

(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 ASSISTANT
COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or
in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for
just cause.

7.4 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 BASEBALL program. Such a termination can be based on considerations of
budgetary restrictions and/or priorities for maintenance of program and services. In the event of
such termination, ASSISTANT 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.
7.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT 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.

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

SECRETARY - BOARD OF SUPERVISORS
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
ASSISTANT BASEBALL COACH

AGREEMENT
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Daniel K. Latham, the University ASSISTANT BASEBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT BASEBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 7.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT BASEBALL Coach in the amount as per the Compensation Section 3.2 and 3.3 of the ASSISTANT COACH’s Contract of Employment with Southeastern Louisiana University.

Coach Initial: [Signature] Admin Initial: [Signature]
3.0

The Lion Athletics Association and ASSISTANT BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this 17th day of October, 2016.

[Signatures and dates]

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Artigues
ATHLETICS DIRECTOR

Daniel K. Latham
ASSISTANT COACH - MEN'S BASEBALL

[Signatures and dates]
PRESIDENT
LION ATHLETICS ASSOCIATION

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

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

Coach Initial: _______________ Admin Initial: _______________
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 27, 2016

Item F.6. University of Louisiana at Monroe’s request to approve its letter of agreement with Learfield Communications, Inc., through its wholly-owned subsidiary Warhawk Sports Properties, LLC., the effect of which engages Learfield and Warhawk to administer the University’s athletic marketing, sponsorship, and promotional rights.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe Athletic Foundation (ULMAF) recently held the rights to administer athletic marketing, sponsorship, and promotional rights, as assigned by the University of Louisiana at Monroe. Pursuant to the assignment, Nelligan Sports Marketing managed the athletic marketing, sponsorship, and promotional rights for ULM, through its wholly owned subsidiary, Warhawk Sports Properties, LLC (Warhawk). The term of the assignment began October 3, 2013 and was scheduled to continue through June 30, 2019. Effective February 3, 2014, Nelligan and Warhawk were acquired by Learfield, and Learfield immediately assumed all rights and responsibilities previously accruing to and incumbent upon Nelligan and Warhawk, including the aforementioned athletic marketing, sponsorship, and promotional rights assignment.

The relationship between Learfield and the ULMAF has been of financial benefit to ULM. Recently, both the ULMAF Board of Directors and the ULM President have agreed that assignment to ULMAF is no longer unnecessary, and ULM should contract directly with Learfield. Under the terms of the Letter of Agreement (LOA), Learfield’s wholly-owned subsidiary, Warhawk, will administer the athletic marketing, sponsorship, and promotional rights for ULM. The proposed term of this LOA is eight years, with the effective date of August 22, 2016. Consequently, ULM and Learfield have negotiated a contract that provides a Guaranteed Rights Fees to ULM for the athletic year 2016-17 (Year 1) of $525,000, escalating to $640,000 for athletic year 2023-24 (Year 8), with additional annual trade consideration of approximately $180,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request to approve its letter of agreement with Learfield Communications, Inc., through its wholly-owned subsidiary Warhawk Sports Properties, LLC., the effect of which engages Learfield and Warhawk to administer the University’s athletic marketing, sponsorship, and promotional rights.
BE IT FURTHER RESOLVED, that University of Louisiana at Monroe shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

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

AND FURTHER, that the University of Louisiana at Monroe will provide the System office with copies of all final executed documents for the Board’s files.
Dr. Daniel C. Reneau  
Interim President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Reneau:

The University of Louisiana at Monroe (ULM) respectfully requests consideration and approval of the Letter of Agreement between the University of Louisiana at Monroe and Learfield Communications, Inc. through its wholly-owned subsidiary Warhawk Sports Properties, LLC.

Sincerely,  

[Signature]  
Nick J. Bruno, Ph.D.  
President

Enclosure
August 22, 2016

Dr. Nick Bruno
President
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209

Dear Dr. Bruno:

This Letter of Agreement ("LOA") sets forth the terms and conditions under which University of Louisiana at Monroe ("University") engages Learfield Communications, Inc. ("Learfield") through its wholly-owned subsidiary Warhawk Sports Properties, LLC ("WSP"), to administer its athletic marketing, sponsorship and promotional rights. The validity of this LOA is contingent upon and subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (the "Board"). Therefore, the terms and conditions set forth in this LOA shall not be considered a valid contract until approval is provided by the Board.

A. **Parties.** This LOA is entered into between University and Learfield. However, upon the full execution of this LOA, University acknowledges and agrees that Learfield will assign all of its rights and obligations under this LOA to WSP, who shall then become substituted for Learfield as a party to this LOA, and University hereby consents to such assignment and substitution. Any references to Learfield herein shall be read to mean WSP from and after the effective date of the foregoing assignment.

B. **Rights.** University hereby grants to WSP, for the duration of the Term (as defined below), the exclusive world-wide multi-media rights for the items set forth in this LOA and for those items listed in Exhibit A to this LOA attached hereto and made a part of this LOA (collectively, the "Multi-Media Rights") except for any rights specifically excluded as set forth in this LOA.

C. **Term.** The period of time during which the Multi-Media Rights may be exercised by WSP shall be from August 22, 2016 through June 30, 2024 (the "Term"). Each year of the Term shall be measured from July 1 through June 30 and shall be referred to as an "Athletic Year", except that the first Athletic Year shall be measured from August 22, 2016 through June 30, 2017.

D. **Guaranteed Rights Fee: AGR Threshold Payments.** During the Term, as consideration for the Multi-Media Rights granted exclusively to WSP hereunder by University, WSP will pay the University the guaranteed rights fee set forth in the following chart (the "Guaranteed Rights Fee"). WSP will also pay the University fifty percent (50%) of the amount by which Adjusted Gross
Revenue ("AGR")\(^1\) exceeds the AGR Threshold Amount set forth in the following chart (the "AGR Threshold Amount"):

<table>
<thead>
<tr>
<th>Athletic Year</th>
<th>Guaranteed Rights Fee</th>
<th>AGR Threshold Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td>$525,000</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>2017-18</td>
<td>$550,000</td>
<td>$1,363,000</td>
</tr>
<tr>
<td>2018-19</td>
<td>$575,000</td>
<td>$1,425,000</td>
</tr>
<tr>
<td>2019-20</td>
<td>$600,000</td>
<td>$1,488,000</td>
</tr>
<tr>
<td>2020-21</td>
<td>$625,000</td>
<td>$1,550,000</td>
</tr>
<tr>
<td>2021-22</td>
<td>$630,000</td>
<td>$1,573,000</td>
</tr>
<tr>
<td>2022-23</td>
<td>$635,000</td>
<td>$1,595,000</td>
</tr>
<tr>
<td>2023-24</td>
<td>$640,000</td>
<td>$1,618,000</td>
</tr>
</tbody>
</table>

The Guaranteed Rights Fee described above is based upon all of the Assumptions (as defined below) being accurate. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term, then such occurrence shall constitute a Diminishing Event and the process set forth in the definition of a Diminishing Event shall be followed. "Assumptions" means (i) the inventory and merchandising elements described in this LOA and those listed in Exhibit A attached hereto and made a part of this LOA and (ii) all of the rights licensed exclusively to WSP under this LOA are available to WSP, at no cost to WSP, in substantially the same form throughout the Term.

All Guaranteed Rights Fee payments owed by WSP under this LOA shall be paid in two equal installments, one-half on or before January 15\(^{th}\) of each Athletic Year, and the balance on or before June 30\(^{th}\) of the following Athletic Year, with a final settle up, if any, derived through the AGR Threshold Amount, to be paid no later than September 15\(^{th}\) of that following Athletic Year. The parties acknowledge that additional payments, if any, may be made based on outstanding accounts receivable.

"Diminishing Event" means any event, action, change in circumstances or occurrence which has the effect of diminishing or eliminating or otherwise negatively impacting WSP's Multi-Media Rights, including but not limited to the following: (1) any refund or credit which WSP is required to provide a sponsor because of the failure of signage not being functional and operational; (2) new naming rights to all or part of a University owned facility granted to a third party that is a competitor of a WSP sponsor who holds exclusivity rights in a sponsorship category; (3) University's football team or men's basketball team incurs disciplinary sanctions that prevent the team from appearing in conference championship games or post-season conference tournaments, NCAA or NIT tournaments; (4) the University's football team or men's basketball program is eliminated or substantially curtailed; (5) the football team or men's basketball program is no longer a member of the Athletic Conference or any other comparable conference; (6) WSP loses part or all of a source of revenue or any of its Multi-Media Rights as a result of an action taken by the Athletic Conference applicable to the University whether by rule, regulations or contract; (7) Except for signage adjustments required by the NCAA in writing, the signage of a corporate sponsor of other partners

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\(^{1}\) "AGR" means WSP's gross collected revenue less the following: (i) agency commissions, (ii) sponsor fulfillment costs such as tickets, merchandise, promotional elements and out-of-pocket costs of sales, (iii) third party rights fees such as NCAA or NIT related sponsorship fees, (iv) collection and/or litigation expenses incurred by WSP in connection with any third party litigation related to WSP's performance under this LOA, including but not limited to those incurred in connection with collection efforts against sponsors, and (v) any other credits, deductions or adjustments provided for under this LOA or are identified as deductions from AGR in a separate writing signed by the parties.
of the University or the University or a sponsor of a conference network or other broadcasting network ("Third Party Signage") in and around University athletics facilities ("Athletic Areas") encroaches upon WSP’s sponsor’s signage by reason of the Third Party’s signage being visible either during a telecast or by the general public in the Athletic Areas (for the avoidance of doubt and clarification, the signage identifying the network broadcasting a University athletic event or show from Athletic Areas shall not be deemed an encroachment in the Athletic Areas). Also, NCAA mandated signage covering and/or additional sponsors required to be shown by NCAA are beyond the control of the University, and are therefore, specifically allowed; (8) the revenue from a conference agreement attributable to the University and owed to WSP under the terms of this LOA is not paid over to WSP; (9) if the University and/or its athletic department are the subject of a “material adverse event”\(^2\) whether due to sanctions by the NCAA for major violations or otherwise; or (10) the University’s material breach of the LOA/Long-Form Agreement. For the avoidance of doubt, a material adverse event does not include poor performance by or a losing record of a University athletic team.

In the event of a Diminishing Event, the following process shall be initiated: WSP shall submit to the University a substantiation of the value attributable to the rights which are not available or the rights which are negatively affected by the Diminishing Event along with reasonable substantiation for its calculation whereupon the parties will meet within thirty (30) days thereafter to discuss WSP’s calculation and agree upon the remedy for the Diminishing Event, which could include any of the following or a combination thereof: (i) a reduction in the Guaranteed Rights Fee; (ii) an extension of the Term; (iii) granting WSP additional Multi-Media Rights; (iv) providing WSP with additional tickets; or (v) any other remedy that the parties may agree upon. The parties agree that the remedy agreed upon may under certain circumstances remain in effect beyond the Athletic Year in which the Diminishing Event occurs due to the fact that some Diminishing Events can have an effect that lasts beyond the athletic year in which it occurs. If it is agreed that a remedy is necessary or appropriate, the parties will continue to negotiate in good faith until a remedy is agreed upon. The parties acknowledge and agree that the process for a Diminishing Event is the exclusive remedy under this LOA for any set of facts or action or inaction that constitutes a real or alleged Diminishing Event, and that in no event shall any such facts or action or inaction be the basis for termination of this LOA due to the material breach by a party. In any event, any undisputed portion of the Guaranteed Rights Fee (i.e., the amount of the Guaranteed Rights Fee less the adjustment proposed by WSP) shall be paid in accordance with the schedule in Section D of this LOA. The parties further agree that in the event of a Material Rule Change that results in WSP losing significant rights hereunder (e.g., the loss of a significant sponsorship category, the loss of any Multi-Media Rights, etc.), then such loss of rights shall be deemed a material breach of this LOA, and, in addition to any other rights or remedies it may have in law or in equity, WSP shall have the right to terminate this LOA if such rights are not restored within 30 days of the University receiving notice from WSP of such material breach.

E. A Diminishing Event shall be deemed to have occurred and the process for a Diminishing Event shall be initiated if any one or all of the following events occur and thereby reduce WSP’s revenue during the Term:

i. University’s football or men’s basketball team incurs disciplinary sanctions which prevent

\(^2\) *Material adverse event* means an event, action, conduct, investigation or situation on campus at the University of such a negative or adverse nature that sponsors or potential sponsors considering sponsoring University athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such material adverse event must not have been directly caused by any act or omission of WSP or its employees or subcontractors.
the team from appearing in the conference championship games or post-season conference tournaments, NCAA playoffs, or NCAA or NIT tournaments;

ii. The football or men’s basketball program is eliminated or substantially curtailed;

iii. In any Athletic Year, University plays fewer than five (5) home football games at Malone Stadium (the “Stadium”) or thirteen (13) home men’s basketball games at Fant-Ewing Coliseum (the “Coliseum”);

iv. The University is no longer a member of the Sun Belt Conference or any other comparable conference;

v. The University is party to any agreements with third parties not disclosed in this LOA (including verbal agreements) that conflict with the rights granted to WSP hereunder;

vi. Should any force majeure event beyond the control of either Party (e.g., acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather conditions, drought, loss of power, whether or not resulting from a natural disaster) prevent a University football or men’s basketball game being played at its originally scheduled athletic venue (provided, however, the parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team’s home venue or to a neutral venue, and that rescheduling a home game due to a force majeure event will not result in any reduction in the Guaranteed Rights Fee);

vii. If as a result of some action by the conference WSP loses part or all of a source of revenue; or, if there is a Material Rule Change or a Conference Change that materially diminishes or restricts WSP’s ability to obtain sponsorship agreements or to otherwise exercise its licensed rights under this LOA. For purposes of this section, a “Material Rule Change” means (a) any change in applicable law, rule, regulation or order of any governing authority having jurisdiction over the University (specifically including without limitation the University’s Board of Trustees), (b) any change in applicable constitution, bylaws, regulations or policies of the NCAA or any athletic conference in which the University is a member (an “Athletic Conference”), (c) any change in any NCAA and Athletic Conference policies and agreements, (d) any change in policy or practices of the University or its athletic department related to the licensed rights, including without limitation any restrictions or limitations on the nature of permissible categories for which WSP may sell sponsorships, or (e) any other change in restrictions or impairments upon WSP’s exercise of its sponsorship or related rights with respect to the licensed rights caused by actions of the University, its employees, agents or anyone affiliated with the University (which action is previously approved by the University). For purposes of this section, a “Conference Change” means a change in the University’s Athletic Conference affiliation or a material change in the nature of the Athletic Conference, whether because of (i) the University’s withdrawal or departure from an Athletic Conference with which it is a member or (ii) the Athletic Conference disbands or merges with another conference or (iii) there are more than two (2) member changes in the Athletic Conference’s membership within any twenty-four (24) month period (whether voluntary or involuntary departure or whether additions or contractions);

viii. If, during the Term, the University and/or its athletics program is the subject of Material
Adverse Publicity (as defined below), whether due to sanctions by the NCAA for major violations in its athletic programs or otherwise, which Material Adverse Publicity materially diminishes or restricts WSP’s ability to retain or obtain sponsorship agreements or to otherwise exercise the licensed rights. For purposes of this section, “Material Adverse Publicity” means public attention or scandal in the form of television, print media, internet news reports, or other public news reporting, after the date hereof, that arises from and relates to activities, conduct, investigations or situations on campus at the University or affecting or relating to the University’s athletic programs and which public attention or scandal is of such a negative or adverse nature that sponsors or potential sponsors are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of WSP or its employees or subcontractors; or

ix. If, during the Term, a University athletic team refuses and fails to play a scheduled regular season game or post-season game for which it is eligible; provided, however, that such failure to play a game must not have been directly caused by an act or omission of WSP or its employees or subcontractors.

F. Additional Consideration. In addition to the Guaranteed Rights Fee and any payments of a percentage of AGR above the AGR Threshold Amounts, WSP will provide the University with the following additional consideration:

i. Capital Subsidy Payment. During the 2016 – 2017 Athletic Year, WSP will make a capital subsidy payment to the University in the amount of $100,000 (the “Capital Subsidy Payment”). The University acknowledges and agrees that payment of the Capital Subsidy Payment is contingent upon the University installing new court side LED signage in the Coliseum (the “New LED Signage”) on or before January 1, 2017, unless prevented from doing so due to unforeseen delays occurring during the public procurement process. In any event, WSP shall make the capital subsidy payment within fifteen (15) days of the new court side LED signage being installed. The University will give full consideration to engaging ANC Sports Enterprises, LLC (“ANC”) to provide the New LED Signage, but the University is not required to use ANC.

ii. Trade. During each Athletic Year of the Term, WSP will endeavor to provide trade (goods or services requested by the University in exchange for sponsorship rights) to University’s athletic department in the amount of $180,000. WSP must obtain University’s prior approval before providing University with trade benefits in excess of $180,000 in any Athletic Year. If WSP provides University’s athletic department with trade benefits in excess of $180,000 in any Athletic Year, the University will pay WSP a commission of fifty-five percent (55%) of such excess. Upon University’s request, WSP will provide University with a list of current trade partners, products and associated values for the purpose of discussing current or future agreements with such trade partners.

G. Official Athletic Internet Site (“OAS”) and Internet Video Streaming and e-Commerce. University’s OAS, which shall include all official digital platforms, will be produced by the University throughout the Term. Editorial content on the OAS shall be controlled by University. University will give strong consideration to entering into a new OAS contract with Learfield’s affiliated entity SIDEARM Sports, LLC (“SIDEARM”) to be co-terminous with the term of the LOA provided for herein, when its current OAS contract with NeuLion expires, but is not required to do so. The rights granted to SIDEARM under the new OAS contract will be at least as favorable
as those rights granted to NeuLion. All audio programming produced by WSP, and subject to University approval, may be aired and distributed by WSP through the OAS. University may use its own “Apps” (i.e., a specialized program using software that can be run on the Internet, on a computer, on a smart phone, tablet or other electronic device) for its athletic teams to be used on mobile devices, tablets and computers for recruiting and similar purposes but in no event shall University Apps contain or reference any commercial sponsorships of any kind or be monetized in any manner. WSP may on its own, or through third parties, create and monetize its own Apps using the University’s athletic department’s game clips, highlights and live audio of athletic events.

H. **Trademark Licensing Services.** University will give strong consideration to extending its licensing agreement with Learfield Licensing Partners, LLC (“LLP”) as its exclusive trademark agent be co-terminous with the term of the LOA provided for herein, but the University is not required to do so. The Parties acknowledge that the synergies that could be realized between WSP and LLP, if LLP were to remain the University’s trademark licensing agent, would result in an increased awareness of University’s brand which, in turn, could lead to increased sponsorship and licensing revenue.

I. **Ticketing.** University will give consideration to granting IMG Learfield Ticket Solutions, LLC (“IMG LTS”) the opportunity to discuss providing ticketing sales and marketing services to the University for football and men’s basketball, and in the event the University decides to engage an outsource provider in this area, IMG LTS will be invited to participate in any potential opportunity for the Ticketing services.

J. **ANC.** The University will give strong consideration to engaging ANC to provide any new signage in any University owned or controlled athletic facility and to be the ongoing content provider for such new signage, but the University is not required to use ANC.

K. **Radio Expenses, Broadcast Crew Compensation and Travel.** WSP shall pay all radio affiliate rights fees and per diem, salary and hotel expenses for all radio broadcast personnel.

Each football season during the Term, University will, at no cost to WSP, provide space on all football team travel (charter, bus, or other transportation) for up to but not more than five (5) broadcast personnel (including on-air talent).

University will, at no cost to WSP, provide space on all away football team charter travel for up to but not more than four (4) (subject to availability) current and potential sponsors per football game.

Each basketball season during the Term, University will, at no cost to WSP, provide space on all men’s basketball and women’s basketball team travel (charter, bus, or other transportation, except commercial airfare) for no less than two (2) broadcast personnel (including on-air talent).

L. **Staff Tickets/Parking Passes.** Throughout the Term, University will, at no cost to WSP, provide WSP with unlimited access to University athletic contests, if needed. If tickets are not available, University will provide WSP with complimentary access passes to allow unlimited access to athletic events.

M. **Athletic Apparel.** Each Athletic Year during the Term, University’s athletic department will provide WSP with $5,000 (retail value) worth of mutually agreed upon athletic apparel from University’s then-current apparel provider for use by WSP staff, radio talent and partners.
N. **Partner Tickets/Parking Passes.** Throughout the Term, University will, at no cost to WSP, provide WSP with not less than the number of tickets and parking passes for football games, men’s basketball games and other athletic contests set forth in Exhibit B attached hereto and made a part of this LOA (the “Base Ticket Amount”). Should WSP require additional (beyond the Base Ticket Amount) tickets or parking passes, WSP will pay University face value for such tickets or parking passes, as applicable. Upon University’s request, WSP will provide University with a summary of current ticket allocations.

O. **Hospitality.** Throughout the Term, at no cost to WSP, University will provide WSP access and tickets to all hospitality areas that are currently utilized to fulfill advertising/sponsorship agreements. Should actual tickets not be available, University will provide complimentary access passes to RSP staff to allow them access to hospitality areas to fulfill advertising/sponsorship responsibilities.

P. **Coaches Talent Fees.** Because coaches are University employees, it is at the University’s discretion (and cost) if coaches receive any additional compensation for appearances/endorsements related to the Multi-Media Rights. Coaches’ appearance fees for radio/television broadcasts are included in WSP’s annual Guaranteed Rights Fee and will be paid at University’s discretion to its coaches. However, in the event a coach is asked to participate in a commercial, such participation will be subject to the coach and the sponsor agreeing on compensation for such participation, and such fee shall be paid by the sponsor.

Q. **Office Space.** University will provide, at no additional cost to WSP, suitable office space (one shared private office) for four WSP personnel within or proximate to the University’s athletic department. University shall also provide standard office equipment, technology infrastructure, and furniture such as desks, chairs, phones, email access and internet access. If WSP desires to expand its staff to improve its ability to carry out its responsibilities under this LOA, University shall provide WSP with additional office space in reasonable proximity to the University’s athletic department.

R. **Traditional Athletic Department Expenditures.** Throughout the Term, University will continue to pay for “traditional” athletic department expenditures associated with sports marketing, such as video board and scoreboard maintenance, media guide production, official athletic website hosting and maintenance (as identified in the OAS agreement), coaches’ talent fees, ticket promotional materials and advertising, merchandising, facilities operations and event operations.

S. **Print Publications (e.g., Programs).** WSP will continue to pay all printing expenses for up to 3,000 football schedule posters, up to 1,500 basketball (men’s and women’s combined) schedule posters and up to 1,500 baseball schedule posters each Athletic Year of the Term. WSP will also pay for the printing of schedule cards for football, men’s & women’s basketball (combined) and baseball. WSP and the University will work together to determine the number of schedule cards for each sport. WSP will continue to pay for game programs for the following sports: football, men’s and women’s basketball, and baseball. WSP will retain all revenue from sponsorship and advertising sales. WSP may choose to print roster cards and magnets for any and all such sports, at its own expense, and sell sponsorships accordingly.

T. **Guaranteed Home Games.** University will make every effort to provide five (5) home football games will be played at the Stadium and thirteen (13) home basketball games will be played at the Coliseum each Athletic Year of the Term.
U. **University Logos and Marks ("Marks").** Throughout the Term, WSP and its sponsors may use University Marks on a royalty-free basis with regard to any promotion, sponsorships, commercial endorsements or any other marketing activities covered by this LOA. The use of University Marks requires University’s prior written approval.

V. **Rivalry Series.** University and WSP will cooperate in the development of a corporate-sponsored rivalry series with the sponsorship and promotional rights for any agreed upon rivalry series belonging exclusively to WSP.

W. **Coaches’ Endorsements.** WSP may have the opportunity to make use of University football and basketball coaches for sponsored events and sponsor interactions as mutually agreed upon by both parties during each Athletic Year of the Term at no cost to WSP. In any renewal of a current agreement or new employment agreement with a University football or basketball head coach, University will use its best efforts to include an obligation by such coaches to provide at least four sponsor appearances per athletic year at no cost to WSP; provided, however, University does not guarantee such an obligation will be included in coaches’ employment agreements.

X. **Stadium/Coliseum Use.** During each Athletic Year, WSP will have the right to make use of agreed upon areas of the Stadium and the Coliseum for sponsor events and sponsor interactions, subject to the University policies governing the use of University facilities. All such facility use is subject to any and all applicable laws and University policies and procedures including any catering and equipment usage policies. University shall have the right to, at its own expense, cover up signage in the concourse area of the Coliseum during non-athletic events, so long as University uncovers such signage upon the conclusion of each applicable event.

Y. **Naming Rights Areas and Athletic Facilities.** During each Athletic Year, WSP will have the exclusive right to create areas of congregation in the Stadium, the Coliseum and in other University athletic facilities that can be subject to a naming rights opportunity for a sponsor. While WSP is not being granted any right to obtain a naming rights partner for an entire athletic facility, including the Stadium and the Coliseum, should University decide to obtain a naming rights partner for any of its athletic facilities, if requested by University, WSP may be requested by the University to provide consulting and other services in connection with obtaining a naming rights partner with the compensation for such services to be mutually agreed upon prior to WSP providing such services.

Z. **Donor Contributions.** If as a result of a Donor Contribution, WSP loses any of its sponsorship rights or sponsorship inventory related to that athletic facility, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed. For purposes of this section, “Donor Contribution” means a contribution of money or other valuable consideration made to the University or the University’s athletic department by a person or corporate entity which results in that corporate entity’s name being placed on, in the interior of or on the exterior of an athletic facility which can be seen or viewed by the general public (including, but not limited to, exterior concourses, gate areas and parking lots immediately adjacent to athletic facilities). Notwithstanding the foregoing, the parties agree that the Donor Contribution from Geo-Sources for sponsorship signage on the University’s softball field shall not be considered a Diminishing Event. Prior to negotiating or accepting a Donor Contribution from a corporate entity which results in that corporate entity’s name and/or logo being placed on, in or around an athletic facility, the University will first notify WSP so that the University and WSP can discuss in good faith how to best navigate the process.

AA. **Retained Agreements.** Sponsorship agreements in the apparel and pouring rights categories shall be retained by University ("Retained Agreements"). WSP and University mutually agreed upon the
value of the deliverables ($50,000) to be provided to University’s pouring rights provider during each Athletic Year of this LOA and such value is reflected in the annual Guaranteed Rights Fee set forth herein. If WSP is required by University to provide a sponsor under a Retained Agreement with additional assets, such as signage, beyond those that presently exist in the Retained Agreements, WSP will provide them (if available) at a cost to be mutually agreed upon and when agreed upon, deducted from the annual Guaranteed Rights Fee. WSP shall have the right to approach sponsors under Retained Agreements regarding additional deliverables and in turn, additional investments. Such additional investments, if any, will be included in AGR and shall have no effect on the Guaranteed Rights Fee. The parties acknowledge and agree that throughout the Term of this LOA, the then-current pouring rights provider will receive no less than the value of deliverables being provided to the current pouring rights provider.

BB. Excluded Categories. WSP may not sell a sponsorship which promotes: (i) the sale of tobacco products (ii) sexually explicit products or services, or (iii) material that is defamatory, obscene, profane, vulgar or otherwise considered socially unacceptable or offensive to the general public or may cause harm to student athlete health, safety or welfare. WSP shall be permitted to and shall have the exclusive right to sell sponsorships in all other categories.

CC. Additional Terms and Conditions. The following additional terms and conditions are applicable to this LOA and shall take precedent over any conflicting term(s) and condition(s) set forth elsewhere in this LOA.

Insurance. WSP shall procure and maintain for the duration of the Term the following insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with this LOA and any other obligations by WSP, its agents, representatives, employees, or subcontractors, in the following types and amounts:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Commercial General Liability Insurance for the following where the exposure exists:</td>
<td></td>
</tr>
<tr>
<td>(a) premises-operations broad form contractual liability</td>
<td>$1,000,000.00 Per Occurrence; $2,000,000.00 General Aggregate; and $1,000,000.00 Products &amp; Completed Operations Aggregate; less a commercially reasonable deductible. “Claims Made” form is not acceptable. An excess Umbrella Policy is acceptable to meet required coverage limits.</td>
</tr>
<tr>
<td>(b) products/completed operations</td>
<td></td>
</tr>
<tr>
<td>(c) use of contractors and subcontractors</td>
<td></td>
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<tr>
<td>(d) personal injury (bodily injury and death)</td>
<td></td>
</tr>
<tr>
<td>(e) broad form property damage</td>
<td></td>
</tr>
<tr>
<td>2) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles, and non-owned automobiles</td>
<td>Combined single limit of $1,000,000.00 per occurrence</td>
</tr>
<tr>
<td>3) Worker’s Compensation &amp; Employer’s Liability Insurance</td>
<td>Statutory Limits by the State of Louisiana and Employer’s Liability coverage with limits no less than $1,000,000 per accident of bodily injury or disease.</td>
</tr>
</tbody>
</table>
4) Media Liability Insurance, covering both vendor and ULM $3,000,000 Per Occurrence

University Additional Insured. WSP agrees that with respect to the above required insurance, University shall:

A. Be named on the Builder’s Risk Policy, Property Insurance policy, Commercial General Liability policy and the Business Automobile Liability policy as additional insureds or insureds, as their interest may appear.

B. Be provided with thirty (30) calendar days’ advance notice, in writing, of cancellation or material change in coverage.

C. Be provided with a Certificate of Insurance evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies prior to the expiration or cancellation of any such policies.

D. Waiver of Subrogation - WSP shall cause each policy carried by WSP to be written in a manner so as to provide that WSP’s insurer waives any right to subrogation which such insurer may have against the University in connection with any loss or damage covered by any such policy WSP agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

E. Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to the University.

WSP Indemnification. WSP shall indemnify, defend and hold harmless University and its trustees, officers, employees, and agents (the “University Indemnitees”) from and against liabilities, losses, claims, debts obligations, including reasonable court costs and reasonable attorney’s fees, judgments, fines, penalties and reasonable expenses (collectively “Claims”) asserted by third parties for (i) damage to property and injury to persons arising out of the negligence or willful misconduct of WSP and WSP’s officers, contractors or subcontractors, employees, and agents in performing WSP’s obligations or exercising WSP’s rights pursuant to this LOA, and (ii) defamation, libel, slander, violation of rights of privacy or publicity or infringement of copyrights and trademarks arising out of any advertising or content supplied by WSP hereunder; provided that the form of such advertising or content used by University is unchanged from the form of content supplied by WSP. Notwithstanding the foregoing, WSP shall have no obligation to indemnify the University Indemnitees to the extent that any Claims arise out of or in connection with (i) the negligence or willful misconduct of any of the University Indemnitees; and/or (ii) WSP’s authorized use of any data, content, copyrights or trademarks provided by University under this LOA.

Licenses/Taxes. WSP at its expense shall obtain all permits and licenses necessary and required for its performance under this LOA. WSP further agrees to pay all applicable taxes, employee taxes and contributions, fees and levies applicable to and incurred by WSP for its performance of its obligations under this LOA.
Reversion of Rights. Upon the expiration or earlier termination of this LOA, all of the rights herein licensed or granted to WSP herein shall terminate and immediately revert back to and vest with University.

Guaranty. Learfield Communications, Inc. hereby absolutely and unconditionally guarantees the full, prompt and punctual performance by WSP of all of WSP’s agreements, covenants and obligations under, and for the term of, this LOA.

Notices. All notices and statements provided for hereunder, unless otherwise specifically provided herein, shall be in writing and shall be deemed delivered upon the first to occur of actual delivery to the person to whom it is addressed, or by reputable courier with confirmed delivery, or by fax/email with confirmed delivery if also sent by registered or certified mail, or on the fifth (5th) business day after deposit in the United States Mail, registered or certified mail, return receipt requested, addressed to the following:

If to University:
Attn: President of ULM
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209

And

Chief Business Officer for University
University of Louisiana at Monroe
700 University Avenue
Monroe, LA 71209

With copies to:
Athletics Director
Athletics Department University of Louisiana at Monroe
308 Warhawk Way
Monroe, LA 71209

If to WSP:
Warhawk Sports Properties, LLC
c/o Learfield Communications, Inc.
2400 Dallas Parkway, Suite 500
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: gbrown@learnerfield.com

With a copy to:

John Raleigh
Learfield Communications, Inc.
2400 Dallas Parkway, Suite 500
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: jraleigh@learnerfield.com
**Changes to LOA.** No amendments, changes, enhancements, or modifications to this LOA may be made without the prior written approval of each party or their respective authorized representatives. All amendments, changes, enhancements and modifications to the LOA, including but not limited to any change in a) compensation; b) beginning/ending date of the LOA; c) Multi-Media Rights set forth in this LOA and for those items listed in Exhibit A to this LOA; and/or d) changes to LOA through any assignment of the LOA process, require such prior written approval. All such amendments, once approved in writing by WSP and University or their respective authorized representatives, will result in the issuance of a written amendment to the LOA.

**Inspection and Audit.** The Louisiana State legislative auditor, federal auditors and internal auditors of University, or other independent, certified accountants so designated by University, shall have the option to, at their sole cost and expense, audit all books, records and accounts of WSP directly pertaining to the LOA and/or to WSP’s compliance with its obligations under this LOA (the “WSP Records”) not more than once per Athletic Year during the Term and for a period of five (5) years after expiration or termination of the LOA or as required by applicable State or Federal law. Upon receipt of reasonable notice of not less than thirty (30) business days, WSP Records shall be made available at WSP’s parent company’s headquarters in Jefferson City, Missouri during normal working hours for this purpose. The Louisiana State legislative auditor, federal auditors and internal auditors of University, or other independent, certified accountants so designated by University, shall not remove the original WSP Records from WSP’s office and, to the extent permitted under applicable Louisiana law shall keep all terms of WSP’s Records confidential. Any audit shall be subject to a mutually agreeable confidentiality agreement. This confidentiality obligation shall survive the expiration or termination of this LOA.

**Termination/Effect of Termination and Default.**

Default By WSP. The following action or events shall constitute an event of default or material breach of this LOA by WSP. Notices of Default shall be sent by registered or certified mail, return receipt requested.

1. Failure of WSP to timely pay all or any installment of the Guaranteed Rights Fee and the continuation of such failure for a period of thirty (30) days after written notice of such failure is given to WSP;
2. Failure of WSP to timely pay the AGR Threshold Amount, if applicable, and continuation of such failure for a period of thirty (30) days after written notice of such failure is given to WSP;
3. Failure of WSP to deliver or to maintain throughout the Term the insurance coverage required by this Section CC hereof and continuation of such failure for a period of thirty (30) days after written notice of such failure is given to WSP;
4. Any substantial change in ownership or proprietorship of WSP resulting in the inability of WSP or an affiliate of WSP to satisfy WSP’s obligations hereunder;
5. A voluntary petition in bankruptcy is filed by WSP or an involuntary petition is filed to place WSP in bankruptcy and the matter is not dismissed within ninety (90) calendar days of the filing.
6. WSP makes a general assignment for the benefit of its creditors, or takes the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for WSP.
7. Failure or refusal by WSP to observe or perform any material covenant, condition, or LOA on its part to be observed or performed under this LOA for a period of thirty (30) calendar days after written notice is given to WSP by University or University specifying such failure and requesting that it be remedied; provided that there shall be no default or event of default, if within thirty (30) calendar days after the date such written notice of default is
given, WSP institutes steps to effectuate compliance with this LOA and proceeds diligently and continuously to effect compliance until the same is completed, and the same to be completed within a period of not more than thirty (30) calendar days from the date of the notice or such other reasonable time period under the circumstances.

**Failure to Cure.** In the event of a default by WSP that is not cured timely, University and/or its authorized representative may at its sole option, and in addition to all other rights and remedies herein or by law provided, terminate this LOA by giving at least thirty (30) business days’ written notice to WSP by registered mail, return receipt requested, of the date on which the LOA will terminate. Termination of this LOA by University based on a default by WSP shall not prejudice or otherwise operate as a waiver of University’s rights to (a) retain any portion of the payments received by University prior to termination of this LOA; and (b) sue for any additional amounts due.

**Termination of Coach.** The parties hereto agree that the termination of the employment contract of any coach employed by University (for cause or without cause by University, or the head coach) shall not be deemed a breach of this LOA.

**Limitation of Damages.** Subject to indemnification obligations set forth in this Section CC hereof pertaining to third party claims and except for (i) a party’s breach of its confidentiality obligations hereunder; (ii) a party’s breach of its representations and warranties under this LOA, and/or (iii) a party’s intentional acts exercised knowingly with intent to benefit, WSP and University hereby agree that neither party shall have any liability to another for indirect, incidental, punitive, special (including loss of profits, business or goodwill) or consequential damages arising from or related to this LOA, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, even if it is advised of the likelihood of such damages.

**Annual Review by Parties.** During the Term, WSP, the ULM Representative, and ULM Athletics shall meet annually. The purpose of the meetings shall be to facilitate communication regarding matters pertaining to the LOA, including the review and discussion of current and prospective transactions.

**Effect of Termination or Expiration.** Termination or expiration of this LOA, by lapse of time or otherwise, shall not modify the obligations of a party to be performed by it after such termination as provided by this LOA. Except to the extent prohibited by the terms of any third party agreement, upon termination of this LOA, WSP shall deliver and assign to University all printed publications, all current customer lists and contact information as well as all sponsorship, broadcasting, advertising, naming rights, vendor and other written agreements which relate to any of the licenses, rights, properties and trademarks of University; and WSP shall immediately and forever hereafter cease all uses of all of the University’s trademarks. Except as otherwise noted herein, upon termination of this LOA, all of the aforementioned rights of WSP provided by University pursuant to the terms of this LOA shall immediately cease.

**Assignment.** WSP shall not assign or transfer any of WSP’s rights under the LOA without the prior written approval of University. Notwithstanding the foregoing, upon thirty (30) days advance written notice to University, WSP shall have the right to assign this LOA to an entity that wholly owns or is wholly owned by WSP.

**Waiver.** The failure at any time of either WSP or University to demand strict performance by the other party of any of the terms, covenants or conditions set forth herein shall not be construed as a
continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

**Status of Parties.** Nothing in this LOA shall be deemed:

1. To constitute either party, or any employee, agent or representative of either party, an employee, agent, or representative of the other party; or
2. To confer any express or implied right, power, or authority to enter into any LOA or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly set forth herein; or
3. The parties acknowledge that because WSP is an independent contractor, WSP has the sole responsibility and exclusive control of its activities and operations in the exercise of the rights granted to it by this LOA; provided, however, WSP will work in good faith with University to resolve any issues that may arise in connection with its performance under this LOA related to the name or trademarks of University, the grant of exclusivity within particular categories and the designation of individuals or corporate entities as the "official" provider of goods or services, or talent appearing in or on any radio or television broadcast solely for the purpose of protecting the name, goodwill, philanthropic opportunities and reputation of University.

**WSP's Personnel.** WSP recognizes and agrees that the selection and hiring of individuals who possess expertise and professional skills plays an integral role in carrying out WSP's obligations hereunder. WSP will not assign employees to perform work included in the scope of services if such employees would fail to meet background check and related requirements established for University employees performing similar work. WSP agrees to work in good faith with the University to determine whether the removal or replacement of any individual whose conduct is determined by University in its reasonable discretion to be objectionable, is warranted; provided, however, if the basis for the objection is cured within thirty (30) business days following the date of University's notice to WSP of its reasonable objection to such individual's conduct, removal or replacement will not be necessary.

**Contract Exhibits.** The following Exhibits are attached and incorporated herein and made a part hereof:
- Exhibit A – Exclusive World-wide Multi-Media Rights
- Exhibit B – Base Ticket Amount

**Conduct.** WSP agrees that in the conduct of its broadcasts or in the promotion hereof, it will not knowingly subject University to public censure or offend any group or class of the public.

**Entire LOA.** This LOA and the Exhibits and attachments attached hereto and made a part hereof constitute the entire understanding between WSP and University and cannot be altered or modified except by LOA in writing signed by duly authorized representatives of both University and WSP.

**Governing Law.** The validity, interpretation and performance of this LOA shall be controlled by and construed under the laws of the State of the Louisiana.

**Counterparts.** This LOA may be executed in multiple counterparts, each of which shall be declared an original.

**DD. Binding Effect; Long-Form Agreement.** This LOA is a binding and legally enforceable contract, upon which we may each rely. The parties will work in good faith to promptly finalize and execute a long-form Multi-Media Rights Agreement incorporating the terms of this LOA (the “Long-Form Agreement”). Until such time as the Long-Form Agreement is
finalized and fully executed, this LOA shall serve as the binding agreement between the parties with respect to the subject matter hereof.

[Signature Page Follows]
If the foregoing is in accordance with your understanding, please sign one copy of this LOA and return it to me by electronic mail (.pdf). We look forward to a successful relationship!

GO WARHAWKS!

LEARFIELD COMMUNICATIONS, INC.

By: ________________________________
    Greg Brown
    President and Chief Executive Officer

WARHAWK SPORTS PROPERTIES, LLC
By: Learfield Communications, Inc., its Member

By: ________________________________
    Greg Brown
    President and Chief Executive Officer

Agreed to and accepted by UNIVERSITY OF LOUISIANA AT MONROE:

By: ________________________________
    Nick J. Bruno
    President
EXHIBIT A
EXCLUSIVE WORLD-WIDE MULTI-MEDIA RIGHTS

University grants WSP the exclusive, world-wide multi-media athletic rights as indicated in the body of the LOA during the Term set forth therein, subject to the terms and conditions of the LOA. In addition to the rights set forth in the body of the LOA, WSP’s Multi-Media Rights include all commercially viable and marketable rights around University Athletics, including, but not limited to all radio programming (live play-by-play, coaches’ call-in and magazine shows, daily reports, webcasts, satellite rights, etc.), certain television rights (coaches’ television shows), publishing (game day programs, official newspapers, schedule cards, schedule posters, etc. including at-event sales), OAS, hospitality, promotions and at-event impact opportunities (Fan Fest-type events, headsets, backdrops, field goal nets, sideline rights, bench rights, sampling, giveaways, contests, etc.), all athletic venue signage and promotion, use of certain marks and logos on a non-exclusive basis, etc.

These rights include, but are not limited to, the following:

- Football and Men’s Basketball Game Programs/Roster cards
- All Other Sports Programs/Roster cards
- Official Athletic Publication
- Malone Stadium Advertising and Sponsorship:
  - Electronic ribbon-board fascia displays
  - Temporary signage
  - Videoboard sponsorship displays and promotions at all events
  - Tarps (on sidelines and/or end zone)
  - Team entry canopy signage (if available)
  - Public Address announcements at University athletic events
  - Press conference backdrops
  - Coaches’ headsets
  - Video board features, promotions, replay swipes, PSAs and billboards
  - Cold air balloon signage if and when available
  - Sideline equipment crates
  - Sideline cooling systems
  - Sideline employees (e.g., chain crew, managers, etc. clothing and equipment, if available)
  - Team Benches
  - Play Clock(s)
  - Mobile Applications and Wi-Fi Access/Splash Pages
  - Video board features, promotions, replay swipes, PSAs and billboards
  - Virtual Signage rights during telecasts, subject to any rights retained by the broadcasting entity (e.g., WSPN)
  - Main Scoreboard panels or positions
  - Any sideline and end zone sponsorship panels
  - Scoreboard tri-vision panels
  - Field-level signage and banners
  - Message Center Displays
  - Concourse Displays
  - Goal Post padding signage
  - Digital Ribbon Board signage
  - Television monitors and screens
  - Restroom signage
  - The sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like
- New Signage
- Other opportunities as reasonably approved by Foundation

**Fant-Ewing Coliseum Advertising and Sponsorship:**
- All digital signage located in or about the Arena including the main scoreboard ad panels, auxiliary boards, and fascia
- Entrance or exit displays
- Rights to University’s main scoreboard ad panels, auxiliary boards and fascia
- Rights to LED displays
- Any scorer’s table, press row or baseline table sponsorship panels (rotational digital or static)
- Message center displays
- Video sponsorship displays
- Public address announcements
- Team entry canopies/signage
- Basketball goal post padding subject to applicable requirements, including without limitation University, Conference or NCAA rules, regulations and policies (collectively, “Applicable Rules”)
- Backboard supports
- Temporary playing surface logo opportunities (based on Conference and NCAA rules and limitations)
- Shot clock sponsorship panels subject to Applicable Rules
- Static signage opportunities in and around concession areas, facility entries/exits, lobbies, restrooms, concourses, portal entries/exits into seating areas
- Concourse, concession and lobby tabling and displays
- Temporary or permanent ad displays for special events
- Courtside, rotational and permanent signage
- Mezzanine permanent and rotational signage
- End-wall permanent and rotational signage
- Plastic souvenir cups and concession (food) containers subject to University’s existing agreements with its pouring rights partner and/or concession provider(s) and any other applicable requirements, including, without limitation, Conference or NCAA rules, regulations and policies.
- LED and LDP displays
- University, opposing team and scorer’s table chairback sponsorship
- Press Backdrop
- Blimp signage
- Other opportunities as reasonably approved by University

**Other Sports Venues (any location used for intercollegiate events, both existing and future buildings):**
- Main scoreboard ad panels
- Temporary signage
- Any sideline and end-line sponsorship panels
- Message center displays
- Public address announcements
- University and opposing team bench and dugout signage
- Field fence panel signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which WSP may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Sideline equipment
- Plastic souvenir cups and concession (food) containers subject to University’s existing arrangements with its pouring rights partner and/or concession provider(s) for all facilities and any
other applicable requirements, including without limitation University, Conference (or any other conference with which University is affiliated during the Term) or NCAA rules, regulations and policies
  o Press Backdrop
  o Other opportunities, subject in each case to prior approval by University

Other Athletic Facility Scoreboard and/or Videoboards

Athletic At-Event Hospitality

Athletic At-Event Impact (all sports and sports venues)
  o Product Displays
  o Sampling, Couponing and Product Distribution
  o Title and Presenting Sponsorships as approved by University, which approval will not be unreasonably withheld, delayed or conditioned
  o Pre-Game, Post-Game, Half-Time and Timeout Promotions, Contests, Mascot Appearances, Corporate Recognition/Presentations and/or Giveaways
  o Tailgate Areas/Fan Fair
  o Varsity Team Tournaments and Special Events
  o Any additional or new at-event impact opportunities

Warhawk Sports Radio Network (all current and future forms of distribution)
  o Radio Play-by-Play
  o Coaches’ Radio Call-in Shows
  o Daily Report
  o Podcasts
  o Satellite and National Radio
  o Any additional or new programming or distribution

Television Programming
  o Daily Report and/or Coaches’ Shows
  o Pre-Season/Post-Season Specials, etc.
  o Any additional or new television programming not subject to Conference or network agreements

Miscellaneous Sponsorship Opportunities
  o Schedule Cards, Posters and Ticket Backs
  o Sponsor IDs, In-Ticket Promotions, Brochures and Advertising Media
  o Media Guides
  o Ticket Mailer Inserts
  o Athletic Ticket Envelopes
  o Kids Club Sponsorship
  o Email Blasts or linkable factors within existing University combined messages
  o Cheerleader Sponsorships
  o Athletic Ticket Envelopes
  o Media Backdrops
  o Official (Advertising Category Exclusive) Sponsorships
  o Royalty-free Use of Marks and Logos for sponsorships and promotions but not for sale of a product at retail
  o Any additional or new broadcast, print and/or internet programming
  o E-commerce (including but not limited to apparel, merchandise, DVDs, memorabilia, publications, photos, videos, auctions) should any or all become available during the Term
  o Live and Archived Audio/Video Subscription-based Streaming
  o Live Stats should it become available during the Term
  o E-Newsletters

Official Athletic Internet Site (“OAS”)
  o All revenue-generating sponsorship opportunities, which now or at any time during the Term may exist on University’s OAS, including, but not limited to, all rights to sell sponsorships in the form
of company logos and messages on University’s OAS, audio and visual streaming of sponsorship messages and direct internet access to other websites
  o The right to make use of social media platforms including University’s Facebook, You Tube and Twitter
  o The right to use and monetize University’s Content (University game clips, highlights and live audio of all University athletic events) permitted under current Conference rules which University agrees to supply to WSP at no cost to WSP

➤ Digital Media Rights
  o All sponsorship rights associated with all University official athletic platforms including browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of Content (“Digital Media Rights”).
  o Right to work with University in all advertising and sponsorship opportunities related to any University IPTV system or Wi-Fi/DAS system installed during the Term in any University-owned athletic facility and to determine the provider of such services to the extent such rights are available to University.
  o Coaches’ shows.

➤ Mobile/Wireless
  o Advertising in all forms
  o Live and Archived Audio/Video Subscription-based Streaming
  o Live Stats
  o Messaging (including but not limited to SMS, MMS, Alerts, Contests, Coupons, Polling, Ringtones, Wallpaper)
  o Mobile Website
  o Mobile Apps and Wi-Fi Access/Splash Pages

➤ Business-to-Business – While WSP’s Multi-Media Rights do not include the right to sell sponsorships in connection with University’s campus-wide business relationships (“Campus-wide Opportunities”), University recognizes that WSP’s marketing capabilities can provide additional sources of revenue to University that might not otherwise be obtained but not for WSP’s involvement. University therefore agrees to strongly consider working with WSP to establish a business relationship which allows WSP to obtain Campus-wide Opportunities for University, but University shall not be obligated to do so.

➤ Merchandising Opportunities
  o Affinity Products and Specialty Merchandise
  o Highlight Videos/CDs/DVDs from seasons covered by the LOA Term
## EXHIBIT B
### BASE TICKET AMOUNT

<table>
<thead>
<tr>
<th>Category</th>
<th># of Tickets</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Skybox Season Tickets</td>
<td>80</td>
</tr>
<tr>
<td>GA Season Tickets</td>
<td>432</td>
</tr>
<tr>
<td>Lower Chairback Season Tickets</td>
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</tr>
<tr>
<td>Upper Chairback Season Tickets</td>
<td>46</td>
</tr>
<tr>
<td>Open Air Box Season Tickets</td>
<td>4</td>
</tr>
<tr>
<td>Group Single Game Tickets</td>
<td>4,000</td>
</tr>
<tr>
<td>Lower Bench Season Tickets</td>
<td>112</td>
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<tr>
<td><strong>Basketball</strong></td>
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<td>GA Season Tickets</td>
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<td>Lower Level Reserved Season Tickets</td>
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<td>Floor Season Tickets</td>
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<td>Group Single Game Tickets</td>
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<tr>
<td><strong>Baseball</strong></td>
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<tr>
<td>GA Season Tickets</td>
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<td>Reserved Chairback Season Tickets</td>
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<td>Flex Pack</td>
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<td>Pavilion Rental</td>
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<td><strong>Parking</strong></td>
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<tr>
<td><strong>Football</strong></td>
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<tr>
<td>Lot A Season Passes</td>
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</tr>
<tr>
<td>Lot B Season Passes</td>
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</tr>
<tr>
<td>VIP Season Passes</td>
<td>4</td>
</tr>
<tr>
<td>Grove Spots</td>
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</table>
Item F.7. University of New Orleans’ request for approval of contractual amendments with Mr. Michael Blake Dean, Head Men’s Baseball Coach, effective November 1, 2016.

EXECUTIVE SUMMARY

A summary of the contractual amendments is as follows:

- The contract is extended through June 30, 2020.
- The University shall pay Coach an annual salary of $65,000.
- Coach will receive annual supplement salary compensation for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partnership meetings and special event appearances. The following supplemental compensation will be paid in 4 monthly installments beginning March 1 of each academic year and based on the following schedule: 2016-17 - $5,000; 2017-18 - $7,500; 2018-19 - $10,000; 2019-20 - $12,000.
- Coach will receive annual supplement salary compensation for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Athletic Foundation events, UNO Alumni Association events, community outreach initiatives, department fundraising events. The following supplemental compensation will be paid in 4 monthly installments beginning March 1 of each academic year and based on the following schedule: 2016-17 - $2,500; 2017-18 - $5,000; 2018-19 - $6,500; 2019-20 - $8,000.
- When the baseball team earns a Top 25 ranking in a nationally recognized poll after April 1 during any season within the term of this agreement, Coach will receive a one-time bonus of $2,000, applicable to each year of the agreement.
- In the event Coach terminates the contract without cause to accept a position as a Head Baseball Coach at another Division I institution, Coach would be liable to the University for liquidated damages based on the following schedule:
  - If Coach terminates between July 1, 2016 - June 30, 2017, liquidated damages of $10,000.
  - If Coach terminates between July 1, 2017 - June 30, 2018, liquidated damages of $7,500.
  - If Coach terminates between July 1, 2018 - December 31, 2019, liquidated damages of $5,000.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of contractual amendments with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective November 1, 2016.
October 6, 2016

Dr. Dan Reneau  
Interim President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: Employment Amendment

Dear Dr. Reneau,

I am requesting approval of an employment amendment for the Head Baseball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President
EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of November 2016, between the University of New Orleans Foundation (hereinafter referred to as “Foundation”); University of New Orleans, through its President Dr. John Nicklow (hereinafter referred to as the “University” or “UNO”); and Michael Blake Dean (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contractual amendment until approval is provided by the Board.

Whereas, UNO and COACH entered into an original agreement effective July 1, 2015, and whereby UNO agreed to employ and COACH accepted employment as the Head Baseball 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 five (5) years commencing on the 1st day of July, 2015 and extending through the 30th day of June, 2020.

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 $65,000, payable on a semi-monthly basis.

3. SUPPLEMENTAL/INCENTIVE COMPENSATION: Section 4.1.1 shall be amended to read:
   Multi-Media Supplement. COACH will receive annual supplement salary compensation for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partnership meetings and special event appearances. The following supplemental compensation will be paid in 4 monthly installments beginning March 1 of each academic year and based on the following schedule: 2015-2016 - $1,500; 2016- 2017 - $5,000; 2017-2018 - $7,500; 2018-19 - $10,000; 2019-2020 - $12,000

4. SUPPLEMENTAL/INCENTIVE COMPENSATION: Section 4.1.2 shall be amended to read:
   Public Appearance Supplement. COACH will receive annual supplement salary compensation for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Athletic Foundation events, UNO Alumni Association events, community outreach initiatives, department fundraising events. The following supplemental compensation will be paid in 4 monthly installments beginning March 1 of each
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:

[Signatures]

MICHAEL BLAKE DEAN, Head Baseball Coach

[Signatures]

DEREK MOREL, Director of Athletics

[Signatures]

DR. JOHN NICKLOW, President
University of New Orleans

[Signatures]

DR. DANIEL RENEAU, JR., President
University of Louisiana System