BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 23, 2016


EXECUTIVE SUMMARY

Under this three-year agreement, through December 15, 2018, Coach will earn $125,249 annually. In addition to the salary, the McNeese State University Foundation shall pay Coach a premium benefit of $54,751 annually.

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

The University and the McNeese State University Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Lance D. Guidry, Head Men’s Football Coach, effective December 16, 2015.
February 2, 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 Lance D. Guidry, Head Football Coach effective December 16, 2015.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the February 23, 2016 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Is
Enclosures
McNEESE STATE UNIVERSITY  
Head Football Coach  
CONTRACT OF EMPLOYMENT  

STATE OF LOUISIANA  
PARISH OF CALCASIEU  

This contract is made and entered into between McNeese State University through its President, Dr. Philip C. Williams, McNeese State University Foundation represented by Richard Reid, and LANCE D. GUIDRY (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 McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of thirty (36) months, commencing on the 16th day of December 2015, and terminating without further notice to COACH on the 15th day of December 2018 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $125,249, 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 II.3.2.3.

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

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

3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay an annual premium benefit in the amount of $54,751 in monthly installments of $4,562.58. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.
4.0 Contracts for Broadcast and/or Telecast

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

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

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

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

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

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

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

(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Football camps and/or Football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95).

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Football Staff

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

14.0 Termination

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

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

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

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

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

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

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

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

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

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

17.0 **Force Majeure**

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

18.0 **Previous Agreements**

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

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

WITNESSES:

[Signatures]

Lance D. Guidry, Head Football Coach
McNeese State University

[Signature]

Fred Bruce Hemphill, Director of Athletics
McNeese State University

[Signature]

Richard Reid, Vice President
McNeese Foundation

[Signature]

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

February 23, 2016

Item F.2.  McNeese State University’s request for approval to update the McNeese State
University policy permitted under the NCAA Bylaw 11.3.2.3 relating to
supplemental pay for coaches.

EXECUTIVE SUMMARY

This request is an update to the One Time Earned Supplement for Specific and
Extraordinary Achievement Policy approved by the Board on April 29, 2011, which provides for
one-time earned supplement for specific and extraordinary achievement. The policy permits
nonrecurring supplemental pay to coaches for team participation in post-season games and
extraordinary team or individual achievements. Payments are funded from outside private funds
deposited and paid through the University in accordance with University of Louisiana System
policy. This current request is to only increase the supplement for a conference regular season
championship from $2,500 to $5,000. All other components of the previously approved policy
would remain the same. The following table presents the supplemental pay components of this
current request.

Head Coach

- $5,000--conference regular season championship
- $1,000--conference tournament championship and/or automatic bid to the NCAA (NIT)
  Tournament or At-Large Bid to the NCAA (NIT) Tournament
- $500--team participation in conference tournament championship game
- $1,000--each win in a national post-season tournament
- $1,000--conference coach of the year award
- $1,000--student-athlete receiving conference student-athlete of the year award for his
  particular sport
- $500--national televised game on prescribed major network
- $2,500--national coach of the year
- $10,000--national championship

Assistant Coach (full-time pursuant to NCAA Bylaws)

- 2% of salary for conference regular season championship
- 2% of salary for each win in national post-season tournament
- $1,000--assistant coach of the year award
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval to update the McNeese State University policy permitted under the NCAA Bylaw 11.3.2.3 relating to supplemental pay for coaches.
February 2, 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 to update the McNeese State University policy permitted under the NCAA Bylaw 11.3.2.3 relating to supplemental pay for coaches.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the February 23, 2016 meeting.

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Is
Enclosures
ONE TIME EARNED SUPPLEMENT FOR SPECIFIC AND EXTRAORDINARY ACHIEVEMENT

Bylaw 11.3.2.3

PURPOSE: To permit full-time countable coaches for any McNeese athletic team that wins a conference championship or is involved in extraordinary individual or team achievement to qualify for pay adjustments if funds are available. One time earned supplement may also be available in accordance with University’s policy.

PROCEDURE: McNeese will permit additional (non-recurring) supplemental pay to coaches for team participation in post-season games and extraordinary team or individual achievements. To be eligible for such pay, a “team” is defined as a group of at least five student athletes participating in postseason play. Such pay will be funded from outside funds to be deposited and paid through the University according to the policy of the Board of Supervisors. The following table represents the supplemental pay guidelines:

**HEAD COACH**

- $5,000  Conference Regular Season Championship
- $1,000  Conference Tournament Championship and/or Automatic Bid to the NCAA (NIT) Tournament or At-Large Bid to the NCAA (NIT) Tournament
- $500    Team participation in Conference Tournament Championship Game
- $1,000  Each Win in a National Post Season Tournament
- $1,000  Conference Coach of the Year Award
- $1,000  Student-Athlete receiving the Conference Student-Athlete of the Year Award for their particular sport
- $500    National Televised game on major network (ESPN, ABC, CBS, NBC, FOX SPORTS, etc.)
- $2,500  National Coach of the Year
- $10,000 National Championship

**ASSISTANT COACH**

- 2.00%  of Salary for Conference Regular Season Championship
- 2.00%  of Salary for each win in a National Post Season Tournament
- $1,000  Assistant Coach of the Year Award

*Compensation will go only to coaches classified as full-time countable coaches pursuant to NCAA Bylaws.*
Item F.3. Northwestern State University’s request for approval of a contract with Jay Thomas, Head Men’s Football Coach, effective March 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2018, the Coach’s salary for each year is $116,000, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of $500 will be provided.
- Annual $2,500 stipend for participating in pre-game and post-game radio interviews.
- Coach will receive $2,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA Football Championship Subdivision (FCS) playoffs.
- Coach will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the football team in NCAA postseason competition as follows:
  - Coach will receive $2,500 for each game his NSU team wins in the opening, first, or second round in the FCS playoffs;
  - Coach will receive $5,000 should his team advance to the FCS playoff semifinals;
  - Coach will receive $10,000 should his team advance to the FCS national championship; and
  - Coach will receive $20,000 should his team win the FCS national championship.
- Coach shall receive $1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”
- Coach is also eligible to receive a $1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).
If Coach chooses to terminate the contract without cause to assume a coaching position at another current member of The Southland Conference, Coach would be liable to the University for liquidated damages on the following basis:

- If after March 1, 2016 but before February 28, 2017 - $10,000;
- If after February 28, 2017 but before February 28, 2018 - $10,000.

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contract with Jay Thomas, Head Men’s Football Coach, effective March 1, 2016.
January 29, 2016

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

Re: Head Football Coach Contract Amendment - Jay Thomas

Dear Dr. Reneau:

Northwestern State University is submitting the attached contract amendment for Head Football Coach - Jay Thomas to be placed on the agenda for the February 2016 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Dr. James B. Henderson
President

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT

for JAY THOMAS

STATE OF LOUISIANA

PARISH OF NATCHEITOCHES

THIS AGREEMENT, made and entered into as of this 25th day of February, 2016, by and between Northwestern State University (hereinafter "University") represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter “Foundation”) and Jay Thomas, Head Football Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board. This agreement replaces all previous contracts and amendments to those contracts. This agreement replaces all previous contracts and amendments to those contracts.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. **EMPLOYMENT**

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

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

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

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

2. **TERM**

   The employment under the terms of this contract shall be for the period March 1, 2016 to February 28, 2018, subject to approval of the University Of Louisiana Board Of Supervisors.

3. **UNIVERSITY SALARY**

   The University shall pay the Head Coach an annual salary payable in 26 equal installments as follows:
First Year of Contract

One-Hundred Sixteen Thousand ($116,000) Dollars payable in 26 equal installments:

Second Year of Contract

One-Hundred Sixteen Thousand ($116,000) Dollars payable in 26 equal installments:

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

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

4. EMPLOYEE BENEFITS

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

5. CAMPS AND CLINICS

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

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

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

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

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

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

5.2 Private Camps

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

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

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

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

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

6. FOUNDATION SERVICES

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

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

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

- COACH will receive an annual $2,500 stipend for participating in pre- and post-game
  radio interviews on an as funds available basis.

- COACH will receive $2,000 for promotional appearances in the event he wins the
  regular season conference championship or if his team is selected to play in the NCAA
  Football Championship Subdivision (FCS) playoffs.

- COACH will receive additional payments for marketing, promotional and fundraising
  opportunities that result from the advancement of the football team in NCAA
  postseason competition as follows:
    o Coach will receive $2,500 for each game his NSU team wins in the
      opening, first, or second round of the FCS playoffs;

    o Coach will receive $5,000 should his team advance to the FCS playoff
      semi-finals;

    o COACH will receive $10,000 should his team advance to the FCS
      national championship;

    o COACH will receive $20,000 should his team win the FCS national
      championship.

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

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

7. OUTSIDE INCOME

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

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

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

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

9. **TERMINATION**

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

- If after March 1, 2016 but before February 28, 2017 - $10,000
- If after February 28, 2017 but before February 28, 2018 - $10,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the coach’s departure from NSU.

Should coach be terminated without cause, failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

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

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

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

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

10. ASSOCIATE/ASSISTANT COACHES

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

11. UNIVERSITY FUNDRAISING

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

12. AMENDMENT Extension

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

13. SEVERABILITY

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

14. FORCE MAJEURE

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

WITNESSES:

[Signatures]

NORTHEASTERN STATE UNIVERSITY

BY

JAY THOMAS, Head Football Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

KENNY KNOTT, President
Demons Unlimited Foundation

BY

DR. JAMES HENDERSON, President
Northwestern State University

BY

Dr. Dan Reneau, Interim President
University of Louisiana Board of Supervisors
Item F.4. University of Louisiana at Monroe’s request for approval of a contract with Matt Viator, Head Men’s Football Coach, effective February 1, 2016.

EXECUTIVE SUMMARY

Under the proposed thirty-five-month agreement, effective through December 31, 2018, the Coach’s annual base salary is $350,000. The agreement also stipulates that the University will pay Coach an earned incentive payment of $50,000 for reaching and becoming bowl eligible or winning a conference championship on or before June 30 following the event, payable out of athletic auxiliary funds. Coach may waive the payment of all or a portion of any incentive amount due and request that such amount be paid to one or more full-time members of his coaching or athletic support staff provided that each coach and staff understands and agrees that no payment may be made to any employee who is subject of a current disciplinary action or investigation. The University shall provide the following benefits to Coach during the time of employment:

- Annual housing allowance of $40,000 to be paid in equal monthly payments
- Annual vehicle allowance in the amount of $10,000 to be paid in equal monthly payments
- Monthly cell phone allowance of $45 to be included on the Coach’s monthly payroll check
- One-time moving allowance in the amount of $10,000
- For each football season, Coach shall be entitled to a total of 12 tickets per home football game and 4 tickets to all other ULM home athletic competitions

If the University terminates the agreement without cause, then Coach is entitled to be paid the remaining months of base salary he would have earned during the current fiscal year. If Coach terminates agreement without cause to become employed as a football coach, then liquidated damages will be equal to the remaining months of base salary due through the expiration of this agreement.

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

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Matt Viator, Head Men’s Football Coach, effective February 1, 2016.
January 26, 2016

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

Dear Dr. Reneau:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Matt Viator, Head Football Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective February 1, 2016 – December 31, 2018.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of February, 2016, between the University of Louisiana at Monroe (hereinafter referred to as "UNIVERSITY") and through its President, and Matt Viator (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. University of Louisiana at Monroe Athletic Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION.

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY'S President.
1.3 COACH shall manage and supervise the team and shall perform such other duties in the University’s athletic program as the Director may reasonably assign.

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of thirty-five months, commencing on the 1st day of February, 2016, and terminating without further notice to COACH on the 31st day of December, 2018, unless extended under the terms of this agreement. For purposes of this agreement, contract year one shall commence February 1, 2016 and end December 31, 2016. Contract year two and each following contract year shall begin on January 1 and end December 31st of the current year.

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

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

2.4 Beginning with the 2016-2017 season, if the football team’s Academic Progress Rate (APR) falls below a one year average of 940, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. In addition, COACH shall not be eligible for any incentives under this agreement, including but not limited to the incentive pay provided under section 3.2, nor any contract extension provided for in section 2.5 of this agreement.

2.5 During the term of this agreement, for every winning season (Counting Bowl Game, Minimum 7 wins) a year will be added to the contract for up to 2 additional years.

3.0 Compensation

3.1 Base Salary. In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $350,000 for the term of this agreement, payable on a monthly basis.

3.2 Incentive Pay. In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals below, and since such additional work generally results in an influx of private gifts to the UNIVERSITY, during the time of employment as head coach, Coach will
have the opportunity to receive an earned incentive payment of $50,000 for reaching and becoming bowl eligible or winning a conference championship. The incentive payment will be paid by UNIVERSITY from UNIVERSITY's athletics auxiliary funds on or before June 30th following the applicable event.

3.2.1 COACH may waive the payment of all or a portion of the incentive pay referenced in Section 3.2 and request that such incentive pay be paid to one or more full-time members of COACH's coaching or athletic support staff provided that no incentive payment may be made to any employee who is the subject of a current disciplinary action or investigation.

3.3 COACH may be eligible for cost of living or merit pay increases from the UNIVERSITY in addition to the stated UNIVERSITY base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service, provided that such pay adjustment can be sustained from the budget for intercollegiate athletics as determined by the UNIVERSITY in its sole discretion.

3.4 Payments earned pursuant to the provisions of Section 3.2 will be paid to COACH on or before June 30th of the respective contract year.

3.5 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 11.0 of this contract.

4.0 Contracts for broadcast and/or telecast
4.1 COACH may host a radio/television show to promote the UNIVERSITY Football Team.

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

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

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

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

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

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

(f) The Director of Intercollegiate Athletics will be the administrative officer of the UNIVERSITY who will be advised by the COACH of any problems or questions which may arise out of the television show.

4.3 The UNIVERSITY shall have exclusive right to contract for program sponsors for commercial endorsements by COACH and to authorize the use of commercials both during the program and at all other times.

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

C. The policy does not exclude coverage for child abuse, neglect and/or endangerment, including sexual molestation (for camps involving minor participants).

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

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

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

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

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

6.0 Employee Benefits

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

6.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Head Football Coach position:

(a) Annual housing allowance of $40,000 to be paid in equal monthly payments

(b) Annual vehicle allowance in the amount of $10,000 to be paid in equal monthly payments

(c) Monthly cell phone allowance of $45 to be included on the COACH's monthly payroll check

(d) One time moving allowance in the amount of $3,000

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

6.3 During the time of COACH'S employment in the Head Football Coach position, FOUNDATION agrees to provide COACH and one member of his family with access to use the Bayou Desiard County Club through a membership paid for by FOUNDATION. COACH and family member will be responsible for all charges associated with use of the club, outside of membership dues and capital improvements which will be covered by FOUNDATION.

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of Football camps and/or Football clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
7.2 COACH shall report annually in writing to the President through the Athletic Director on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 112.2).

8.0 Shoe, Apparel, and/or Equipment Endorsements

8.1 In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies.

9.0 Compliance with NCAA, Conference and UNIVERSITY Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 112.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and UNIVERSITY regulations (NCAA Constitution 112.1).

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

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

10.0 Football Staff

10.1 COACH shall have the authority to select unclassified football personnel (within the established budget) upon authorization by the Athletic Director, the UNIVERSITY President, and approval by the Board.

10.2 COACH is expected to supervise football staff in compliance with NCAA, Conference and UNIVERSITY rules and regulations.

11.0 Termination

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

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

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract, \textit{without cause}, the COACH shall be entitled to the remaining months of base salary he would have earned from the UNIVERSITY during the current fiscal year. The liquidated damages shall be due and payable in a lump sum within sixty (60) days from the effective date of the termination.

11.4 In the event that the COACH terminates this Agreement to become employed as a football coach, then COACH shall be liable to UNIVERSITY for the remaining months of base compensation due through the expiration of this Agreement. COACH may, at his sole option, pay in a lump sum discounted at 6% or COACH may pay in installments of $10,000 monthly until liquidated damages have been paid.

11.5 If COACH terminates this contract for any other reason than becoming employed as a football coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

11.6 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive three (3) months notice of termination or three (3) months regular pay in lieu of such notice at UNIVERSITY's sole discretion. All compensation,
including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.0 Fundraising

All fundraising activities of COACH must be pre-approved by the Athletic Director, or his/her designee, and coordinated through the University of Louisiana at Monroe Foundation to ensure that such activities are in compliance with UNIVERSITY policies.

13.0 Severability

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

14.0 Force Majeure

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

15.0 Entire Agreement

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.
NICK J. BRUNO, PH.D.
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE

DAVID MOORE
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE
ATHLETIC FOUNDATION

MATT VIATOR
HEAD FOOTBALL COACH

Approved by the Board of Supervisors for the University of Louisiana System at
its meeting on the day of 20

DR. DANIEL D. RENEAU
INTERIM PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 23, 2016

Item F.5. University of Louisiana at Monroe’s request for approval of a contract with Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 4, 2016.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through December 31, 2016, Coach’s annual salary is $150,000.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base salary Coach would have earned during the current fiscal year, not to exceed a total of two months’ base salary. If the Coach terminates the agreement without cause, Coach shall be liable to the University in the amount of either two months of base salary or the remaining amount Coach would have earned through contract end date, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective January 4, 2016.
January 26, 2016

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

Dear Dr. Reneau:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Mike Collins, Assistant Head Football Coach/Defensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 4, 2016 – December 31, 2016.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
CONTRACT OF EMPLOYMENT
ASSISTANT HEAD FOOTBALL COACH / DEFENSIVE COORDINATOR

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 4th day of January, 2016, between the UNIVERSITY OF LOUISIANA AT MONROE and through its President (hereinafter referred to as the "UNIVERSITY") and MIKE COLLINS (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the "Board"), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0   Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of twelve months, commencing on the 4\textsuperscript{th} day of January, 2016, and terminating without further notice on the 31\textsuperscript{st} day of December, 2016, unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $150,000, payable on a monthly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract.
4.0 Athletics Competition Incentive

4.1 Beginning with the 2016 football season COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

5.0 Employee Benefits

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

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Head Football / Defensive Coordinator position:

(a) Monthly cell phone allowance of $45 per month to be included in the COACH’S monthly payroll check

(b) One time moving allowance in the amount of $2,500

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

7.0 Compliance with NCAA, Conference and UNIVERSITY Rules

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

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

7.3 COACH represents and warrants that he is not the subject of a current NCAA
investigation, and that COACH is not prohibited from being hired by the UNIVERSITY in
violation of Louisiana Revised Statute 17:2054(B) governing the hiring of any person found to
have committed deliberate and serious infraction(s) of NCAA or NAIA rules. In the event
UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may
terminate this agreement upon discovery with no further financial obligation or penalty to COACH.

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the UNIVERSITY will notify the President of the University of Louisiana System.

8.2 COACH may be terminated at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of local, state or federal laws; deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedure; unreasonable failure to utilize COACH’S best efforts in the fulfillment of COACH’S duties as may be reasonably required hereunder; or behavior by COACH that brings COACH into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the UNIVERSITY. No damages shall be due if termination is for just cause.

8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement without cause prior to the expiration of its Term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract without cause COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The
liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

8.6 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 programs and services. In the event of such termination, COACH will receive one (1) months notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY’s sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

9.0 Severability

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

10.0 Force Majeure

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

11.0 **Entire Agreement**

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.

Nick J. Bruno, Ph.D.
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE

Mike Collins
ASSISTANT HEAD FOOTBALL COACH / DEFENSIVE COORDINATOR

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

Dr. Daniel D. Reneau
INTERIM PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 23, 2016

Item F.6. University of Louisiana at Monroe’s request for approval of a contract with Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 4, 2016.

EXECUTIVE SUMMARY

Under the proposed one-year agreement, effective through December 31, 2016, Coach’s annual salary is $150,000.

If the University terminates the agreement without cause, then Coach is entitled to the remaining months of base salary Coach would have earned during the current fiscal year, not to exceed a total of two months’ base salary. If the Coach terminates the agreement without cause, Coach shall be liable to the University in the amount of either two months of base salary or the remaining amount Coach would have earned through the contract end date, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval of a contract with Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective January 4, 2016.
January 26, 2016

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

Dear Dr. Reneau:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Matt Kubik, Assistant Football Coach/Offensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 4, 2016 – December 31, 2016.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
CONTRACT OF EMPLOYMENT

ASSISTANT FOOTBALL COACH / OFFENSIVE COORDINATOR

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 4th day of January, 2016, between the UNIVERSITY OF LOUISIANA AT MONROE and through its President (hereinafter referred to as the “UNIVERSITY”) and MATT KUBIK (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of twelve months, commencing on the 4th day of January, 2016, and terminating without further notice on the 31st day of December, 2016, unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’s services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $120,000, payable on a monthly basis.

3.2 The UNIVERSITY does not guarantee amounts due from the UNIVERSITY under this contract beyond the current fiscal year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 8.0 of this contract.
4.0 Athletics Competition Incentive

4.1 Beginning with the 2016 football season COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Football Coach from the pool of funds that may be allocated to the Head Football Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.

5.0 Employee Benefits

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

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Head Football / Defensive Coordinator position:

(a) Monthly cell phone allowance of $45 per month to be included in the COACH’S monthly payroll check

(b) One time moving allowance in the amount of $2,500

6.0 Outside Income - Subject to Compliance with Board Rules

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

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

### 7.0 Compliance with NCAA, Conference and UNIVERSITY Rules

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

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

7.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and that COACH is not prohibited from being hired by the UNIVERSITY in violation of Louisiana Revised Statute 17:2054(B) governing the hiring of any person found to have committed deliberate and serious infraction(s) of NCAA or NAIA rules. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may
terminate this agreement upon discovery with no further financial obligation or penalty to COACH.

8.0 Termination

8.1 Either party may terminate this Agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the UNIVERSITY will notify the President of the University of Louisiana System.

8.2 COACH may be terminated at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of local, state or federal laws; deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedure; unreasonable failure to utilize COACH’S best efforts in the fulfillment of COACH’S duties as may be reasonably required hereunder; or behavior by COACH that brings COACH into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the UNIVERSITY. No damages shall be due if termination is for just cause.

8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement without cause prior to the expiration of its Term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract without cause COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The
liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination.

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

8.6 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 programs and services. In the event of such termination, COACH will receive one (1) months notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY’s sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

9.0 Severability

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

10.0 Force Majeure

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

11.0 Entire Agreement

This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts, letters of appointment, and/or memoranda of understanding.

Nick J. Bruno, Ph.D.
PRESIDENT
UNIVERSITY OF LOUISIANA AT MONROE

Matt Kubik
ASSISTANT FOOTBALL COACH /
OFFENSIVE COORDINATOR

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

Dr. Daniel D. Reneau
INTERIM PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 23, 2016

Item F.7. University of Louisiana at Monroe’s request for approval to amend the August 21, 2013 Management Agreement with the ULM Athletic Foundation effective October 6, 2015.

EXECUTIVE SUMMARY

The University and the ULM Athletic Foundation entered into a Management Agreement effective August 21, 2013 concerning the terms and conditions for the exclusive promotion of ticketing and multi-media sponsorship rights relating to the University of Louisiana at Monroe Athletics. Under the terms of the Management Agreement, the University delivered to the ULM Athletic Foundation all of its rights to market, sell, and distribute tickets and multi-media sponsorship rights relating to ULM Athletics effective August 21, 2013 through August 21, 2016, in consideration of the Athletic Foundation paying a rights management fee to the University.

This amendment to the Management Agreement provides that ticketing rights are relinquished by the Athletic Foundation to the University and the Athletic Foundation shall cease any and all marketing, selling, and distributing tickets relating to ULM Athletics as of October 6, 2015.

This amendment further provides that effective October 6, 2015, the Athletic Foundation provides guaranteed sums to the University of not less than $100,000 for the multimedia sponsorship rights retained by the Foundation during the remaining term of the Management Agreement. Should the Athletic Foundation contract with a third party vendor to provide management or promotion of multimedia sponsorships, and through such contract should the Athletic Foundation be entitled to guaranteed sums exceeding $105,000 (base guarantee of $100,000 plus Foundation’s 5% fee), the Athletic Foundation shall split net revenue with 60% ULM and 40% Athletic Foundation.

Except as modified by this amendment, all other provisions of the Management Agreement shall remain unchanged and in full force and effect.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval to amend the Management Agreement with the ULM Athletic Foundation effective October 6, 2015.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute this amended 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.
January 26, 2016

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

Dear Dr. Reneau:

I respectfully request approval of the Amendment to the Agreement between the University of Louisiana at Monroe and the University of Louisiana at Monroe Athletic Foundation, Inc. Promotion of Ticketing and Multi-Media Sponsorship Rights related to ULM’s Athletics at the February Board of Supervisors meeting.

If I may be of further assistance, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.  
President
AMENDMENT TO
AGREEMENT BETWEEN UNIVERSITY OF LOUISIANA AT MONROE AND UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC FOUNDATION, INC.
PROMOTION OF TICKETING AND MULTI-MEDIA SPONSORSHIP RIGHTS RELATED TO UNIVERSITY OF LOUISIANA AT MONROE ATHLETICS

This contract amendment ("Amendment") is made and entered into this 6th day of October, 2015, by and between University of Louisiana at Monroe, (herein referred to as "University"), and University of Louisiana at Monroe Athletic Foundation (herein referred to as "Foundation"). The University and Foundation may collectively be referred to herein as the "Parties" and each individually as a "Party".

WHEREAS, the Parties entered into a written agreement effective August 21, 2013, entitled "Agreement between University of Louisiana at Monroe and University of Louisiana at Monroe Athletic Foundation, Inc. Promotion of Ticketing and Multi-media Sponsorship Rights Related to University of Louisiana at Monroe Athletics" (herein referred to as the "Agreement"), concerning the terms and conditions for the exclusive promotion of ticketing and multi-media sponsorship rights relating to the University of Louisiana at Monroe Athletics (herein "ULM Athletics"); and

WHEREAS, under the Agreement, except as otherwise provided in the Agreement, University delivered to Foundation all its rights to market, sell, and distribute tickets (herein referred to as "ticketing rights") and multi-media sponsorship rights relating to the ULM Athletics for term of the Agreement effective August 21, 2013 through August 21, 2016, in consideration of Foundation paying a rights management fee to University; and

WHEREAS, each Party desires that Foundation relinquish the ticketing rights back to University, and adjust the rights management fee to reflect payment terms for the multi-media sponsorship rights remaining with Foundation under the Agreement as of October 6, 2015.

NOW THEREFORE, in consideration of the promises, covenants, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The "SCOPE OF SERVICES" section of the Agreement is hereby amended to include the following language:

As of October 6, 2015, the ticketing rights are relinquished by Foundation to University and Foundation shall cease any and all marketing, selling, and distributing tickets relating to ULM Athletics.
2. The “PAYMENT TERMS” section of the Agreement is hereby amended to include the following language:

As of October 6, 2015, the Foundation shall provide guaranteed sums to the University of not less than $100,000.00 for the multi-media sponsorship rights retained by Foundation under the Agreement during the remaining term of the Agreement. When Foundation contracts with a third party vendor to provide management or promotion of multimedia sponsorships, and through such contract should Foundation be entitled to guaranteed sums exceeding $105,000.00 (base guarantee of $100,000 plus Foundation’s 5% fee), then Foundation shall split revenue with 60% University and 40% Foundation.

3. Foundation warrants and represents that as of October 6, 2015, Foundation ceased all marketing, selling, and distributing tickets relating to ULM Athletics, and that there exist no contemplated, pending, or active ticketing contracts (marketing, selling, and/or distributing tickets) relating to ULM Athletics between and/or authorized by Foundation and any third party.

4. Foundation agrees and acknowledges that Foundation is solely responsible for resolving any past, present, and/or future disputes arising out of and/or relating to any contract entered into and/or authorized by Foundation with any third party concerning ticketing for ULM Athletics.

5. University covenants, agrees and represents that Foundation shall have no further obligation with respect to ticketing for ULM Athletics after October 6, 2015, except for such obligations or liabilities which arose prior to October 6, 2015, or pursuant to the terms of the Agreement that were intended to survive the expiration of the Agreement.

6. Except as modified by this Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect and be binding upon the parties in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto, by signature of their duly authorized representatives below, execute this Amendment to Agreement effective as of the date set forth above.

[END OF TERMS – SIGNATURES ON FOLLOWING PAGE]
WITNESSES

Haron J. Blunt
Sosie Brooks

WITNESSES

Jodi Parker
Bill Parker
Bill Graves

UNIVERSITY OF LOUISIANA AT MONROE

By: __________________________

Nick J. Bruno, Ph.D.
President

UNIVERSITY OF LOUISIANA AT MONROE
ATHLETIC FOUNDATION

By: __________________________

Kevin Woods
President

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

Dr. Daniel Reneau
Interim President
University of Louisiana System