AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*11:25 a.m., Thursday, June 23, 2016**
Louisiana Tech University
Davison Athletics Complex – Third Floor
Ruston, Louisiana

MEMBERS:
Mr. James Carter, Chair
Mr. John Condos, Vice Chair
Ms. Pamela Egan
Dr. Kelly Faircloth
Mr. Shawn Murphy
Mr. Mark Romero
Mr. Carl Shetler

A. Call to Order

B. Roll Call

C. Consent Agenda:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval of a revised Athletic Complimentary Ticket Policy.

Board Agenda Item G.2.

McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2016.

Board Agenda Item G.3.

McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2016.

Board Agenda Item G.4.

McNeese State University’s request for approval of a contract with Ms. Kacie J. Cryer, Head Women’s Basketball Coach, effective April 13, 2016.

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item G.5.

McNeese State University’s request for approval of a contract with Mr. Andrew O. Fitzgerald, Head Women’s Soccer Coach, effective July 1, 2016.

Board Agenda Item G.6.

McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective July 1, 2016.

Board Agenda Item G.7.

McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2016.

Board Agenda Item G.8.

McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men’s/Women’s Track Coach, effective July 1, 2016.

Board Agenda Item G.9.

McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2016.

Board Agenda Item G.10.

Nicholls State University’s request for approval of a contract with Mr. Richie Riley, Head Men’s Basketball Coach, effective May 2, 2016.

Board Agenda Item G.11.

Northwestern State University’s request for approval of a contract with Mr. Jordan Dupuy, Head Women’s Basketball Coach, effective May 16, 2016.

Board Agenda Item G.12.

Southeastern Louisiana University’s request for approval of a contract with Mr. Errol Gauff, Head Women’s Basketball Coach, effective June 1, 2016.

D. Other Business

E. Adjournment
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 23, 2016

Item G.1. Louisiana Tech University’s request for approval of a revised Athletic Complimentary Ticket Policy.

EXECUTIVE SUMMARY

Louisiana Tech University has submitted a revision to its current policy, last revised in December of 2009. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of person applying for complimentary tickets.

Please refer to the attached summary describing the ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of a revised Athletic Complimentary Ticket Policy.
OFFICE OF THE PRESIDENT

June 1, 2016

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

Louisiana Tech University is requesting your approval of a revised athletic ticket policy to be effective July 1, 2016. The proposed ticket policy is attached.

Sincerely,

[Signature]
Leslie K. Guice
President

dc
Attachments
LOUISIANA TECH UNIVERSITY

ATHLETIC TICKET POLICY

Complimentary Ticket Distribution – Home Events

I. Athletics Department

The following athletics department office/position, receive complimentary tickets due to their direct relationship to the Athletic Department. All tickets indicated in this category are tickets located within the stadium. When the individual leaves office the seats will revert to the office.

II. Guests of the University

The University Offices listed will be provided with complimentary tickets for distribution to distinguished guests of the University.

III. Service Personnel

The individuals or office listed will be provided with complimentary tickets for distribution to service personnel that work the event.

Complimentary Ticket Distribution – Road Events

I. Athletics Department and University Officials

The University Offices listed have the option to receive complimentary tickets for distribution to guests of the University or supporters of the University. If not used, they will be included in the group of tickets that are sold or returned to the host university.

II. Athletics Department

The Athletics Department may offer complimentary tickets to use for people who work in the Athletics Department, or have a direct relationship to the Athletics Department. This includes those who travel to work at the game, are guests of the Athletics Department, or provide services in the course of team travel. (Issued at the discretion of the Athletics Director.)

III. Football Team

Those receiving complimentary tickets in this category are members of the team or have a direct relationship to the football team.

Complimentary Ticket Distribution – Post-Season

I. Athletics Department and University Officials

University officials and those individuals who work for the Athletics Department, or have a direct relationship to the Athletics Department may receive complimentary tickets for post season activity.
<table>
<thead>
<tr>
<th><strong>Athletic Department:</strong></th>
<th>Football - Home</th>
<th>Football - Road</th>
<th>Basketball Home (M&amp;W)</th>
<th>Baseball - Home</th>
<th>Post Season</th>
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<tbody>
<tr>
<td>Athletic Director</td>
<td>6</td>
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<tr>
<td>Head Football Coach</td>
<td>12</td>
<td>8</td>
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<tr>
<td>Head Coach – Primary Sport</td>
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<td>12</td>
<td>12</td>
<td>8</td>
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<tr>
<td>Football Assistant Coaches</td>
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<td>Assistant Coaches - Primary Sport (each)</td>
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<tr>
<td>Strength Coaches (each)</td>
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<tr>
<td>Athletic Staff (each)</td>
<td>4</td>
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<tr>
<td>Athletic Trainers (each)</td>
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<td>Equipment Manager</td>
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<tr>
<td>Football Operations and Video</td>
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<td>8</td>
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<tr>
<td>Graduate Assistants/Interns (each)</td>
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<td>FB/Equipment/ Athletic Training</td>
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<tr>
<td>Student Managers/Trainers - Sport specific (each)</td>
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<tr>
<td>Louisiana Tech Student Athletes (Participating)</td>
<td>NCAA Rules</td>
<td>NCAA Rules</td>
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<td>NCAA Rules</td>
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<tr>
<td>Visiting University</td>
<td>Per Contract</td>
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<td>Visiting Participating Student Athletes</td>
<td>NCAA Rules</td>
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<td>Recruits</td>
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<td>NCAA Rules</td>
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<td>Tech Marching Band Director</td>
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<tr>
<td>Courtesy Car Providers</td>
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<td>Members of High School Coaches Association (LA, TX, MS, AR)</td>
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<td>Official Guests of Athletic Department</td>
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<td>Athletic Development</td>
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<td>Charitable Organizations</td>
<td>100</td>
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<td><strong>University Officials:</strong></td>
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<tr>
<td>President of the University</td>
<td>28</td>
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<td>16</td>
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<tr>
<td>Members, Board of Supervisors (upon request)</td>
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<tr>
<td>Members, Board of Regents (upon request)</td>
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<td>Each Vice President (upon request)</td>
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<td>Former Tech President (upon request)</td>
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<td>Athletic Council</td>
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<td><strong>Service Personnel:</strong></td>
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<td>Team Physician</td>
<td>Per Contract</td>
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<tr>
<td>Employees required to work event</td>
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<tr>
<td>Police working event</td>
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<tr>
<td>Chain Gang</td>
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<td>Custodial Crew</td>
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<td>Officials</td>
<td>18</td>
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</tbody>
</table>
Promotional Tickets: Up to 5% of the facility or event capacity to be determined by the Athletic Director. Each program will be identified and an accounting will be maintained.

Discounted Tickets: Special discount programs to be initiated by the Athletic Director to develop attendance for University Athletic events. Maximum tickets not to exceed 15% of facility or event capacity. Each discount program will be approved by the Athletic Director. For each approved program, an accounting will be maintained.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 23, 2016

Item G.2.  McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $28,427 annually. In addition, the McNeese State University Foundation will pay Coach a premium benefit of $6,785 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Helena Besovic, Head Women’s Tennis Coach, effective July 1, 2016.
June 1, 2016

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

Dear Dr. Reneau:

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

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

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY  
Head Women’s Tennis Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA  
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $28,427.00, payable on a monthly basis.

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

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

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

3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.
3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of $6,785.00 in monthly installments of $563.42. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
   (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
   (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
   (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designed to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Women’s Tennis Staff

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

14.0 Termination

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

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 **Previous Contracts**

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

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

**WITNESSES:**

*Helena Besovic*, Head Women’s Tennis Coach
McNeese State University

*Fred Bruce Hemphill*, Director of Athletics
McNeese State University

*Richard Reid*, Vice President
McNeese Foundation

*Dr. Phillip C. Williams*, President
McNeese State University

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

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

ATHLETIC COMMITTEE

June 23, 2016

Item G.3. McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $55,424 annually, including $14,201 as a premium benefit from the McNeese Foundation. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2016.
June 1, 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 Andrew A. Burk, Jr., Head Men’s Golf Coach, effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Golf Coach

QUALIFIED EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

2.3 This contract 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 $41,223.00, payable on a monthly basis.

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

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

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

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

Page 1 of 5
3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a premium benefit in the amount of $14,201 in monthly installments of $1,183.42. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University’s normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
   (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
   (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
   (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Golf Staff

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

14.0 Termination

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 **Previous Contracts**

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

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

**WITNESSES:**

Andrew A. Buck, Jr., Head Golf Coach  
McNeese State University  
Signed: ______________ Date: 5-20-14

Fred Bruce Hemp希尔, Director of Athletics  
McNeese State University  
Signed: ______________ Date: 5-19-16

Richard Reid, Vice President  
McNeese Foundation  
Signed: ______________ Date: 5-18-16

Dr. Philip C. Williams, President  
McNeese State University  
Signed: ______________ Date: 5-18-16

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

SECRETARY – Board of Supervisors

EXECUTIVE SUMMARY

Under this three-year agreement, through April 12, 2019, Coach will earn $85,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Kacie J. Cryer, Head Women's Basketball Coach, effective April 13, 2016.
June 1, 2016

Dr. Daniel D. Renaeu, 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 Kacie J. Cryer, Head Women’s Basketball Coach effective April 13, 2016.

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

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams  
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Basketball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of thirty-six (36) months, commencing on the 13th day of April 2016, and terminating without further notice to COACH on the 12th day of April 2019 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $85,000.00, payable on a monthly basis.

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

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

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

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

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
   (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
   (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
   (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

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

Revised 4/7/16
6.0 Courtesy / Leased Vehicle Benefit

6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
   (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

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

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women’s Basketball Staff

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

14.0 Termination

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

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

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

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

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

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

16.0 **Severability**

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

17.0 **Force Majeure**

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

18.0 **Previous Contracts**

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

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

WITNESSES:

*Kaci J. Cryer, Head Women’s Basketball Coach*  
McNeese State University  
Date 4/8/16

*Fred Bruce Hemphill, Director of Athletics*  
McNeese State University  
Date 4/8/16

*Richard Reid, Vice President*  
McNeese State University  
Date 4/8/2016

*Dr. Philip C. Williams, President*  
McNeese State University  
Date 4/8/2016

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

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

June 23, 2016

Item G.5. McNeese State University’s request for approval of a contract with Mr. Andrew O. Fitzgerald, Head Women’s Soccer Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $51,161 to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Andrew O. Fitzgerald, Head Women’s Soccer Coach, effective July 1, 2016.
June 1, 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 Andrew O. Fitzgerald, Head Women’s Soccer Coach effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip O. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Soccer Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

2.3 This contract 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 $51,161.00, payable on a monthly basis.

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

3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division 1 bylaw 11.3.2.3.

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

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

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
   (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
   (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
   (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Women’s Soccer Staff

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

14.0 Termination

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

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 Previous Contracts

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

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

WITNESSES:

[Signatures and dates]

Andrew O. Fitzgerald, Head Women's Soccer Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

_______, 20_____.

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

ATHLETIC COMMITTEE

June 23, 2016


EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $48,612, to be paid in monthly installments. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Ms. Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective July 1, 2016.
June 1, 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 the amended contractual agreement with Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach, effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women’s Volleyball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this contract, McNeese State University shall pay COACH a base annual salary for the term of this contract in the amount of $48,612.00, payable on a monthly basis.

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

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

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

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

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
   (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
   (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
   (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
   (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
   (a) Special set-ups or changes in original set-up of facilities will be taken care of by the 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 for the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
       1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
       2. Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
       3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
   (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
   (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
   (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
   (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
   (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
6.0 **Courtesy / Leased Vehicle Benefit**

6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH. 
(a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Women’s Volleyball Staff

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

14.0 Termination

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

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 **Previous Contracts**

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

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

**WITNESSES:**

Ashleigh M. Fitzgerald, Head Women’s Volleyball Coach
McNeese State University

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Phillip C. Williams, President
McNeese State University

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

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

ATHLETIC COMMITTEE

June 23, 2016

Item G.7. McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women’s Golf Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under one-year agreement, through June 30, 2017, Coach will earn $42,224 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2016.
June 1, 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 Michael E. Fluty, Head Women’s Golf Coach effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Women's Golf Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

2.3 This contract 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 $42,224.00, payable on a monthly basis.

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

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

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

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

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

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

(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
(e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designed to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

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(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 for 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.
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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.

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Women's Golf Staff

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

14.0 Termination

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

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 Previous Contracts

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

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

WITNESSES:

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

Fred Bruce Hempill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

20______

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

ATHLETIC COMMITTEE

June 23, 2016

Item G.8. McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men’s/Women’s Track Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $54,862 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Brendon James Gilroy, Head Men’s/Women’s Track Coach, effective July 1, 2016.
June 1, 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 Brendon J. Gilroy, Head Men’s and Women’s Track Coach effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

[Signature]

Philip C. Williams
President

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

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

2.3 This contract 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 $55,862.00, payable on a monthly basis.

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

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

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

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

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

4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
(a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
(b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
(c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
(d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
(e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designed to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
(f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
(a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
(b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
(c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for 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 $300.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.

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

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

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

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

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

11.0 Compliance with Local, State and Federal Laws

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

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

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

13.0 Men’s and Women’s Track Staff

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

14.0 Termination

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

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

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

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

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

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

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

15.0 Fundraising

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

16.0 Severability

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

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

18.0 Previous Contracts

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

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

WITNESSES:

[Signatures and dates]

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

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Dr. Philip C. Williams, President
McNeese State University

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

__________________, 20______.

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

ATHLETIC COMMITTEE

June 23, 2016

Item G.9. McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2016.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2017, Coach will earn $55,318 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season games in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a $500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University’s request for approval of a contract with Mr. Justin W. Hill, Head Baseball Coach, effective July 1, 2016.
June 1, 2016

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

Dear Dr. Reneau:

Enclosed are (5) copies of McNeese State University’s request for approval of contractual agreement with Justin W. Hill, Head Baseball Coach effective July 1, 2016.

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

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
McNEESE STATE UNIVERSITY
Head Baseball Coach

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the 1st day of July 2016, and terminating without further notice to COACH on the 30th day of June 2017 unless extended under the terms of this contract.

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

2.3 This contract 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 $55,318.00, payable on a monthly basis.

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

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

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

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

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

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

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

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

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

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

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

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

5.0 Camps and Clinics

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 **Employee Benefits**

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

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

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

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

9.0 **Apparel, Equipment Endorsements**

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

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

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

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

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

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

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

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

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

13.0 Baseball Staff

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

14.0 Termination

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

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

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

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

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

15.0 Fundraising

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

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

17.0 Force Majeure

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

18.0 Previous Contracts

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

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

WITNESSES:

Douglas L. Lonon

Justin W. Hill, Head Baseball Coach
McNeese State University

Date 5/25/16

Fred Bruce Hemphill, Director of Athletics
McNeese State University

Date 5/19/16

Douglas L. Lonon

Dr. Philip C. Williams, President
McNeese State University

Date 5/18/2016

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

____________________, 20______

SECRETARY – Board of Supervisors
Item G.10. Nicholls State University’s request for approval of a contract with Mr. Richie Riley, Head Men’s Basketball Coach, effective May 2, 2016.

EXECUTIVE SUMMARY

Under the proposed five-year agreement, effective through May 2, 2021, Coach’s annual salary is $100,000 per year. The Colonel Athletic Association will pay Coach an additional annual amount of $20,000 as a supplement to his University salary and a vehicle allowance of $4,200 annually. During the time of employment, Coach will have the opportunity to receive the following earned salary supplements/incentives, funded by the Colonel Athletic Association:

- $5,000 if team wins conference regular season championship;
- $15,000 if team wins conference championship;
- $2,500 if Southland Conference Coach of the Year;
- $5,000 per victory in the NCAA Division I Men’s Basketball Tournament;
- $2,500 for NIT at-large bid;
- $1,000 for NIT win;
- $1,500 for a 20-win season.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval of a contract with Mr. Richie Riley, Head Men’s Basketball Coach, effective May 2, 2016.
May 31, 2016

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

Dear Dr. Reneau:

Nicholls State University respectfully requests consideration and approval of the following to be placed on the agenda for the June 23, 2016, meeting of the Board of Supervisors for the University of Louisiana System:

Contract of Employment with Head Basketball Coach

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BM:jms

Attachments

pc: Mr. Alex Arceneaux Chief of Staff
  Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
  Dr. Todd Keller, Associate Vice President for Academic Affairs
  Dr. Eugene Dial, Vice President for Student Affairs
  Dr. Neal Weaver, Vice President for University Advancement
  Office of Chief Financial Officer
  Mrs. Stacy LeJeune, Internal Auditor
  Dr. Michael Jeffress, Faculty Senate President/ Faculty Association Representative
  Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF LAFOURCHE

This agreement is made and entered into on this 11th day of May, 2016, between Nicholls State University and through its President, Dr. Bruce Murphy and Mr. Richie Riley (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the University of Louisiana System Board of Supervisors.

1.0 Employment

1.1 Nicholls State University (the “University”) does hereby employ COACH as head men’s basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to basketball (athletic program), which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletic Director.

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

1.3 COACH shall manage and supervise the team and shall perform such other duties related to the men’s basketball program Nicholls State University’s as assigned by athletic Director may assign.

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

2.0 Term

2.1 The term of this agreement is for a fixed period of (5) years, commencing on the 2nd day of May 2016, and terminating without further notice to COACH on the 2nd day of May 2021 unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, Nicholls State University shall pay COACH an annual base salary of $100,000 per year for the term of this agreement, payable on a bi-weekly basis applicable taxes.

3.2 The Colonel Athletic Association shall pay COACH $20,000 annually, payable through the University as an agent for the Nicholls State University Foundation. COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH
from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. Payment shall be made through the normal University payroll process payable on a bi-weekly basis.

3.3 The Colonel Athletic Association (CAA) will pay COACH a vehicle allowance of $4,200 annually, in monthly installments of $350 each throughout the term of the agreement.

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

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

4.0 Supplements/Incentive Compensation

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These supplements/incentives paid to COACH shall be funded by the Colonel Athletic Association (CAA) and paid through University Payroll. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The potential supplements/incentives are as follows:

(a) $5,000 – Regular Season Conference Champions

(b) $15,000 – Southland Conference Men’s Basketball Tournament Champions

(c) $2,500 – Southland Conference Coach of the Year
(d) $5,000 – Each NCAA Tournament Win
(e) $2,500 – NIT at-large bid
(f) $1000 – NIT win
(g) $1,500 – 20-win season

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a television show to promote the Nicholls State University basketball program within the University and/or outside of the University, whichever represents the program in the most professional manner. The show(s) will be coordinated and approved by the Athletic Director. Revenue, if any, from the show will be placed in the basketball budget. All expenses related to the production of the show shall be the responsibility of the Athletic Department.

5.2 The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions that may arise out of the television show.

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of any private camp (LLC), 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 secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

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

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

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

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

(f) The COACH 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.

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

7.0 Employee Benefits

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

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

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

9.0 Apparel, Equipment Endorsements

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

10.3 COACH bears the responsibility of ensuring that the basketball team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes.

11.0 Men’s Basketball Staff

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

11.2 COACH is expected to supervise the basketball staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of head coach. It shall be the responsibility of an
institution's head coach to promote an atmosphere for compliance within the program supervised by the COACH and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach.

12.0 Termination

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

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

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to the base salary that he would have earned in that single year of the contract not to exceed $50,000 in total amount. Amounts due for the year
which, comes due during the University’s current fiscal year ending June 30th shall be paid by the University. The remaining amounts due, which come due beyond the current University fiscal year, shall be funded solely by the Colonel Athletic Association. The liquidated damages shall be due and payable no later than sixty (60) days from the effective date of the termination. In the event COACH terminates the Contract without cause to become a head basketball coach, COACH would be liable to the University for liquidated damages in the amount of $50,000.

The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of the termination. If COACH terminates this contract for any other reason than becoming employed as a head basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

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

13.0 Fundraising

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

14.0 Severability

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

15.0 Force Majeure

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

[Signature]

PRESIDENT - NICHOLLS STATE UNIVERSITY

[Signature]

PRESIDENT FOUNDATION

[Signature]

HEAD MEN’S BASKETBALL COACH

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

PRESIDENT - ULS
Item G.11. Northwestern State University’s request for approval of a contract with Mr. Jordan Dupuy, Head Women’s Basketball Coach, effective May 16, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement for the period of May 16, 2016 through April 30, 2020, the Coach’s salary for each year is $85,000, payable in 26 equal installments. During the time of employment, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The Foundation will compensate Coach separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the University’s payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

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

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

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

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

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

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

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

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

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

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

- If after May 16, 2016 but before April 30, 2017--$40,000
- If after April 30, 2017 but before April 30, 2018--$30,000
- If after April 30, 2018 but before April 30, 2019--$25,000
- If after April 30, 2019 but before April 30, 2020--$15,000

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the
University of Louisiana System hereby approves Northwestern State University’s request for
approval of a contract with Mr. Jordan Dupuy, Head Women’s Basketball Coach, effective May
16, 2016.
May 25, 2016

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

Re: Head Women’s Basketball Coach Contract

Dear Dr. Reneau:

Northwestern State University is submitting the attached contract for Head Women’s Basketball Coach - Jordan Dupuy to be placed on the agenda for the June 2016 Board meeting. Please note that it involves multi-year contract provisions.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Dr. James B. Henderson  
President

JBH/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for JORDAN DUPUY

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 23rd day of June, 2016, by and between Northwestern State University (hereinafter "University") represented by Dr. James Henderson, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Jordan Dupuy, Head Women’s Basketball Coach (hereinafter “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.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

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

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

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

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

2. TERM

The employment under the terms of this contract shall be for the period May 16, 2016 to April 30, 2020, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in
employment, nor shall Coach’s service pursuant to this agreement count in any way toward tenure at the University.

3. UNIVERSITY SALARY

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

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

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

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

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

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 Dupuy 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 Dupuy’s university camp budget. After all expenses are met, Coach Dupuy 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 Dupuy’s job description related to promoting the University and the athletic department; thus, Coach Dupuy will not be required to take leave while conducting camps run through the University camp budget.
d. Coach Dupuy's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

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

5.2 Private Camps

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

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

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

6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Jordan Dupuy 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 Dupuy separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

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

- **COACH** will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, housing stipend will be decreased by $500 per month.

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

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

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

- **COACH** will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the women's basketball team in NCAA Tournament/NIT competition as follows. All additional payments are cumulative:
  - Coach will receive $5,000 for each round his NSU team wins in the NCAA Tournament/NIT;
  - Coach will receive $7,500 should his team advance to the "Sweet 16" in either the NCAA Tournament/NIT, or the semi-finals/finals of another postseason tournament;
  - **COACH** will receive $10,000 for each round his team wins beyond the round of "Sweet 16" in either the NCAA Tournament/NIT; and
  - **COACH** will receive $25,000 for winning the NCAA Tournament/NIT.

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

7. OUTSIDE INCOME

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

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

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

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

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in 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 Dupuy terminates the Contract without cause, Coach Dupuy would be liable to the University for liquidated damages in the following manner:

• If after May 16, 2016 but before April 30, 2017 – Forty Thousand ($40,000) Dollars
• If after April 30, 2017 but before April 30, 2018 – Thirty-Thousand ($30,000) Dollars
• If after April 30, 2018 but before April 30, 2019 – Twenty-Five Thousand ($25,000) Dollars
• If after April 30, 2019 but before April 30, 2020 – Fifteen Thousand ($15,000) Dollars
The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

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

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

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

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- 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.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

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:

NORTHWESTERN STATE UNIVERSITY

BY

JORDAN DUPUY, Co-Head Coach

GREGORY S. BURKE, Director of Athletics

KENNY KNOTTS, President
Demons Unlimited Foundation

DR. JAMES HENDERSON, President
Northwestern State University

BY

DR. DAN RENEAU, Interim President
University of Louisiana Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

June 23, 2016

Item G.12. Southeastern Louisiana University’s request for approval of a contract with Mr. Errol Gauff, Head Women’s Basketball Coach, effective June 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2019, Coach’s annual salary is $90,000. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). The Lion Athletic Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- $250--Conference Coach of the Year
- $150--Conference Co-Coach of the Year
- $2,000--for NCAA Berth or Conference Season Championship
- $2,000--for each round advanced NCAA Tournament
- $10,000--NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA 2.0-2.9
- $250--Team average APR above 965
- $100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to the base salary for the remainder of the contract term. The University will be obligated to pay the amount due from the termination date to the end of that fiscal year. The remaining amounts due beyond the current fiscal year shall be solely funded by the LAA. In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of $90,000 if during first contract year; $80,000 if during second contract year; and $70,000 if during third contract year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Errol Gauff, Head Women’s Basketball Coach, effective June 1, 2016.
June 2, 2016

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

Re: Athletic Head Coach Contracts

Dear Dr. Reneau:

Southeastern Louisiana University respectfully requests the following head athletics coach contract be placed on the agenda for the June 23, 2016 meeting of the Board of Supervisors.

Head Women’s Basketball Coach – Errol Gauff

Sincerely,

[Signature]

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of June, 2016 between Southeastern Louisiana University through its President, Dr. John Crain and Errol Gauff (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY’s athletics program as the DIRECTOR may assign.

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

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual WOMEN'S BASKETBALL schedule.

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

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

2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of June, 2016 and terminating without further notice to COACH on the 30th day of April, 2019 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of $90,000 for the term of this agreement on a bi-weekly basis.

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

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

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

The potential earned salary supplements are:

A. $250.00- Conference Coach of the Year
B. $150.00- Conference CO- Coach of the Year
C. $2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
D. $2,000- for each round advanced NCAA Tournament
E. $10,000 for winning the NCAA National Championship
F. $250.00- NCAA All American Athlete with GPA over 3.0
G. $100.00-NCAA All American Athlete with GPA 2.0-2.9
H. $250.00 Team average APR above 965
I. $ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and WOMEN'S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. Fundraising for the show and sponsorship must be approved by the proper university officials before they can be contracted.

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

(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 and radio 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 and radio 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 and radio show.

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

(f) The COACH will notify the DIRECTOR of the UNIVERSITY of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

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

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

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

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

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

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

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

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

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

(i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

5 Coach Initial: Admin Initial: 
7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

(1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed $500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.

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

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

7.3 For each WOMEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S BASKETBALL game and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.2.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

11.0 Coaching Staff

11.1 COACH shall have the authority to select unclassified WOMEN'S BASKETBALL personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

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

12.0 Termination

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

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

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

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

- Termination during first contract year: $90,000.
- Termination during second contract year: $80,000
- Termination after the conclusion of the second contract year: $70,000.
Payment shall be due one hundred twenty (120) days following notice of termination.

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

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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY’s athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.
12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the WOMEN'S BASKETBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

13.0 Fundraising

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

14.0 Force Majeure

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

15.0 Severability

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

[Signatures and dates]

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Date

Director of Athletics

Date

Head Women's Basketball Coach

Date

President

Date

Lion Athletics Association

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

Secretary - Board of Supervisors
BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD WOMEN'S BASKETBALL COACH

AGREEMENT
HEAD WOMEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Errol Gauff the University HEAD WOMEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head WOMEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 12.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head WOMEN'S BASKETBALL Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head WOMEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.
Entered into this _____ day of ____________, 20__.

[Signature]

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

[Signature]

Date

Jay Artigues
ATHLETICS DIRECTOR

[Signature]

Date

Errol Gauff
HEAD WOMEN'S BASKETBALL COACH

[Signature]

Date

PRESIDENT
LION ATHLETICS ASSOCIATION

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

[Signature]

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

13 Coach Initial: [Signature] Admin Initial: [Signature]