AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:10 a.m., Thursday, December 8, 2016**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. James Carter, Chair
Dr. 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 F.1.

Grambling State University’s request for approval of a contract with Mr. Paul Bryant, Athletic Director, effective January 1, 2017.

Board Agenda Item F.2.

Southeastern Louisiana University’s request for approval of a contract with Mr. Jay Ladner, Head Men’s Basketball Coach, effective December 1, 2016.

Board Agenda Item F.3.

University of Louisiana at Monroe’s request for approval of contractual amendments with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item F.4.

University of Louisiana at Monroe’s request for approval of contract amendments with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.

Board Agenda Item F.5.

University of New Orleans’ request for approval of a contract with Mr. Benjamin Dalton, Head Track and Field/Cross Country Coach, effective November 1, 2016.

D. Other Business

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

ATHLETIC COMMITTEE

December 8, 2016

Item F.1. Grambling State University’s request for approval of a contract with Mr. Paul Bryant, Athletic Director, effective January 1, 2017.

EXECUTIVE SUMMARY

Under the two-year agreement, effective through December 31, 2018, AD’s annual salary is $130,000. In addition, the Grambling University Foundation will pay Mr. Bryant an additional annual salary supplement of $30,000, and moving expenses up to $5,000.

In the event the University terminates the contract without cause, GSU shall be liable to the AD for the base salary from the date of termination through the contract end date and shall be paid by GSU from Auxiliary accounts. The University shall reassign AD to an administrative position (on or off campus) during which GSU will pay his base salary and benefits. If AD fails to accept such reassignment, the obligation to make such payments will cease.

In the event the AD terminates the contract without cause, the AD shall be liable to GSU for the lesser of 120 days’ base pay or the time remaining under the contract. Payments to the University shall be due and payable upon termination of the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a contract with Mr. Paul Bryant, Athletic Director, effective January 1, 2017.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL TO APPOINT AN ATHLETIC DIRECTOR

Grambling State University hereby requests approval to appoint Mr. Paul Bryant as Athletic Director, effective January 1, 2017, at an annual salary of $160,000. A portion of Mr. Bryant’s annual salary ($30,000) will be paid by the Grambling University Foundation, Inc.

Mr. Bryant’s vita and contract are attached.

Your favorable consideration of this request is appreciated.

Sincerely,

Richard J. Gallot, JD
President

RJG:jj

Attachments
This agreement is made and entered into on this 1st day of January, 2017 between Grambling State University (hereafter referred to as "GSU") and through its President Richard J. Gallot, Jr. JD and Paul Bryant (hereafter referred to as "AD"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 University Employment

1.1 Grambling State University does hereby employ Paul Bryant as AD and he does hereby accept employment and agrees to perform all duties and responsibilities pertaining to the athletics department which are required of the AD, as well as other duties which may be assigned by the University through its President.

2.0 Position, Duties, Responsibilities

2.1 AD shall be responsible and shall report directly to GSU’s President (the "President") and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters. The AD shall be under the supervision of GSU’s President.

2.2 AD shall manage and supervise the Athletics department and shall perform such other duties for GSU’s Athletics program as the President may assign, provided the assignment is a reasonable request for the AD at a Division 1 institution.

2.3 AD agrees to represent GSU positively in public and private forums and shall not engage in conduct that reflects adversely on GSU or its Athletics programs.

2.4 AD shall inform the President of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)
2.5 AD shall not appear on any television, radio or internet program or advertisement not authorized by the University without prior written approval of the University except routine news media interviews for which no compensation is received.

2.6 AD shall assure that all Federal, State, University of Louisiana System, Grambling State University, and local laws are followed. In addition, rules regulations and policies of the NCAA, University of Louisiana System and Grambling State University shall be followed by AD and all employees and staff of the Athletics Department.

2.7 AD shall assure that every effort is made to incorporate Athletics department employees, coaches and staff into the university's activities, programs, and culture.

2.8 AD shall take appropriate actions to assure that the academic performance of all GSU sports meets or exceed the NCAA standards.

2.9 AD will develop, implement, and maintain a strategic plan for Athletics to include short, intermediate, and long term plans.

2.10 AD will develop and implement an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.

3.0 Compliance with NCAA, Conference and University Rules

3.1 AD shall abide by the rules and regulations of the NCAA, Conference rules, University rules, Board of Supervisor rules, federal laws, and the Laws of the State of Louisiana. If found in violation of NCAA regulations, after a hearing before the appropriate committee, AD shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). AD may be suspended for a period of time, without pay, or the employment of AD may be terminated if AD is found in violation of NCAA Level One or Level Two violations.

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

4.0 Athletics Department Staff

4.1 AD shall have the authority to select unclassified Athletics department personnel (within the established budget) upon authorization by the
President, and approval by the Board of Supervisors for the University of Louisiana System. AD is expected to supervise athletics department staff to assure compliance with NCAA, Conference and University rules and regulations.

5.0 Salary

5.1 In consideration of AD's services and satisfactory performance of this agreement, GSU shall pay AD an annual base salary of $130,000.00.

5.2 The Grambling University Foundation will pay AD an additional annual salary supplement of $30,000.00.

5.3 AD will be reimbursed up to $5000.00 in moving expenses by the Grambling University Foundation.

5.4 Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 9.

6.0 Term

6.1 The term of this agreement is for a fixed period of twenty-four (24) months, commencing on the 1st day of January 1, 2017, and terminating without further notice to the AD on the 31st day of December 2018, unless extended under the terms of this agreement.

6.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by the AD, both of which must be in writing and signed by the parties and approved by the Board. This agreement does not grant the AD a claim to tenure in employment, nor shall AD's service pursuant to this agreement count in any way toward tenure at Grambling State University.

7.0 University Employee Benefits

7.1 The AD shall participate in the mandatory benefits plan and be eligible for optional employee plans as would any other university unclassified employee. Such benefit will be based upon AD's annual salary as provided by the University.

7.2 The AD will be provided the use of a vehicle provided by a University or Athletics sponsor.

7.3 The AD shall be provided a cell phone and a tablet computer which shall be paid by the University for the purpose of conducting University business.
ATHLETICS DIRECTOR

8.0 Outside Income – Subject to Compliance with Board Rules

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

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

9.0 Termination

9.1 Either party may terminate this Agreement without just cause before the expiration of its terms by giving thirty (30) days written notice to the other party. Should the University, with prior approval of the President and of the University of Louisiana System, terminate this Agreement without just cause prior to the expiration of its term, GSU shall be liable to the AD for the base salary from the date of termination through the contract end date and shall be paid by GSU from Auxiliary accounts. GSU shall reassign AD to an administrative position (on or off campus) during which GSU will pay AD's base salary and benefits. If AD fails to accept such reassignment the obligation to make such payments will cease.

9.2 If the AD shall terminate this Agreement without just cause prior to the expiration of its Term, the AD shall be liable to GSU for the lesser of 120 days base pay or the time remaining under the contract. Payments to the University shall be due and payable upon termination of the contract.

9.3 Termination for Cause

Just cause for termination shall include, but is not limited to: a knowing or willful violation or gross disregard of state of federal laws; serious or willful violation of NCAA or Conference regulations; a violations of UL System or University policies or procedures; AD's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; indictment for a felony or crime of moral turpitude; behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of GSU. The death of AD, or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by the University and interferes with AD's ability to perform essential functions and duties as the AD shall also be deemed cause for
9.4 AD may be terminated at any time due to the financial circumstances in which the University or the University of Louisiana System has a 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, the AD will receive six (6) months' notice of termination or six (6) months base pay instead of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10.0 University Fundraising

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

11.0 Severability

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

12.0 Force Majeure

12.1 Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
GSU
ATHLETICS DIRECTOR
In witness whereof the AD and the duly authorized representatives of University have executed this Agreement as of the date first written above.

WITNESSES:

Judy Jackson

Richard J. Gallot, Jr., JD
President

Athletics Director

Dr. Dan Reneau
Interim President
University of Louisiana System

Grambling University Foundation, Inc.
Chairperson 11/21/2016
Paul A. Bryant, M.Ed.

Education

<table>
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<tr>
<th>University</th>
<th>Degree</th>
<th>Major</th>
<th>Year</th>
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<tr>
<td>Northcentral University</td>
<td>Doctorate of Education</td>
<td>Athletic Administration</td>
<td>May, 2017</td>
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<tr>
<td>Urbana University</td>
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<td>Alaska Pacific University</td>
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Professional Experience

25 Years in Athletics
21 Years of Senior Level Administration
22 Years of coaching
17 Years of college coaching
19 Years as a Head Coach
17 Years of active and effective college recruiting
17 Years of creating and operating youth sport camps

Significant Professional Accomplishments

Administrator of a Football Championship Subdivision institution
Created the “Kernel Booster Club”
Overseeing the renovations and naming of the Hardeep Judge Tennis Center
Commission Board Member of the Hillcrest Golf Association
Mid Eastern Athletic Conference Football Champions
Raised $700,000 from July 1, 2015 to December 31, 2015
Raised $200,000 in four months at South Carolina State University
Raised $10,000 my first week at Stillman College
Tennis Men & Women Conference Champions 2013-2016
Track & Field Conference Champions and National Runner Up in Field events
Baseball Conference Champions
National Association of Basketball Coaches Merit Award
Instructor at the Emerging Athletic Directors Institute
Created the plans and fundraised for the campus fitness center at Stillman College
Saint Louis Intercollegiate Athletic Conference 2012 Women’s Basketball Coach of the Year
Chairman of the Saint Louis Intercollegiate Athletic Conference
Panelist on NCAA Compliance for local High Schools
Added the Marching Band that increased the student population by 30
Increased student athletes by 80 by increasing recruiting and retention within all sports
American Mideast Conference Coach of the Year (Urbana University)
American Mideast South Division Coach of the Year (Urbana University)
Coached the American Mideast Conference Player of the Year (Urbana University)
Ohio Community College Association College – Coach of the Year (Sinclair Community College)
Great Lakes Region – Coach of the Year (Sinclair Community College)
African American Man of the Year (City of Dayton, Ohio)
Fifteen Years of Post Season Appearances
Four Regional Appearances (Sinclair Community College)
Two National Appearances (Dayton Jewish Community Center & Sinclair Community College)
National Runner-up (Sinclair Community College)
Coached four All-Americans
Administrator of Seven Coaches that received Coach of the Year Honors
Ten Assistant Coaches have received Head Coaching Jobs under my Leadership
USA Junior National Head Coach

Professional Experience

Director of Athletics
South Carolina State University
300 College Street NE, Orangeburg, SC 29117

Director of Athletics
Stillman College
3601 Stillman Blvd, Tuscaloosa, AL 35401

Director of Athletics
Eureka College
300 E. College Ave, Eureka, IL 61530

Associate Director of Athletics
Urbana University
579 College Way, Urbana, Oh 43078

Interim Director of Athletics
Urbana University
579 College Way, Urbana, Oh 43078

Head Basketball Coach
Urbana University
579 College Way, Urbana, Oh 43078

Head Basketball Coach
Sinclair Community College
444 W. Third Street, Dayton, Oh 45402

Chief Executive Officer
Learn to Lead Youth Services
2603 W. Germantown Street, Dayton, Ohio 45408

2014 – Present
2013 – 2014
2008 – 2013
2004 – 2008
7/06 - 11/06
2003 - 2008
1997 - 2003
1994 - 2004
Professional Achievements

- Received the FCS Athletics Director Association Most Improved APR Award

- I restructured the Booster Club at South Carolina State to effectively and seamlessly address the financial issues associated with the department.

- Conducted the feasibility study on the economic impact of athletics to the Orangeburg Community. (SCSU)

- I have developed the “Athletics as Part of the Community not In the Community” program. (SCSU)

- I have created plans in collaboration with Institutional Advancement to build a fitness center on Stillman’s campus.

- I have instituted the first Athletics Director Honor Roll at each institution. (EC, SC & SCSU)

- I have negotiated several large vendor contracts that include ESPN, Coca Cola, Nike, Russell and Daktronics. (EC, SC & SCSU)

- While working with the St. Louis Intercollegiate Athletic Conference, I was chosen as the Conference Chairman. My immediate responsibilities were to facilitate all meetings as well as represent the conference at regional and national venues. I also presented all pending issues to the conference college Presidents. (EC)

- I was the co-chair of the Retention, Intervention & Evaluation Team that ensures that all resources are implemented to all students including student athletes within the college. (EC, SC & SCSU)

- Created the “Bridge Between Athletics and Academics” at Eureka College. This is a program that opens communications between the professors, administration and student athletes.

- Redirected funds in the athletic department to effectively address all of the specific needs of the department that resulted in increased academic performance by the student athletes. (EC & SC)

- Coordinated the planning phase and renovation of aquatics filtration project. This included the installation of an economic friendly multi-use system. (EC)

- At the same time of the aquatics project, I directed the installation of the new playing surface in the gymnasium, correcting the previous outdated playing surface. (EC)
• Spearheaded the revamping of the on campus soccer complex that included installing a new natural grass playing surface, full irrigation system, two-story press box and a concession area. (EC)

• Fundraised over $400,000 for Eureka College athletics department. I have worked in conjunction with the Development Department to accomplish this task.

• Maintained four years of balanced budget that produced a surplus for the institution. That had not been done since the mid 90's. (EC)

• Successfully created the new logo to brand the department, implement the season ticket initiative and create the compliance manual that had not existed. (EC & SC)

• Active in public speaking within local businesses, churches, regional & national workshops, high schools and numerous youth groups and associations. (EC, SC & SCSU)

• Assisted in the feasibility study to change from NAIA to NCAA Division II at Urbana University.

• Involved in the development of the $1,000,000 football/soccer complex at Urbana University.

Membership in Professional Organizations

• National Association of College Director of Athletics
• National Association of Basketball Coaches
• Minority Opportunities Athletic Association
• Commission of Hillcrest Golf Association
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

December 8, 2016

Item F.2.  Southeastern Louisiana University’s request for approval of a contract with Mr. Jay Ladner, Head Men’s Basketball Coach, effective December 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2019, Coach’s annual salary is $100,575. 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 Athletics 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 Post Season (Team) or Conference Season (Team) Championship
- $10,000--for winning NCAA National Championship
- $250--NCAA All American Athlete with GPA over 3.0
- $100--NCAA All American Athlete with GPA over 2.0-2.9
- $250--Team average APR above 965

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 $100,575 if during first contract year; $80,000 if during second contract year; and $60,000 if during third contract year.

Either party may opt to terminate this contract in the event that University’s athletics program undergoes a division reclassification. Contract may be terminated at any time should the University discontinue the men’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-cay 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, ceases upon termination.
RECOMMENDATION

It is recommended that the following resolution be adopted:

*NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Jay Ladner, Head Men’s Basketball Coach, effective December 1, 2016.*
November 16, 2016

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

Re: Athletics Head Coach Contract

Dear Dr. Reneau:

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

Head Men’s Basketball Coach – Jay Ladner

Sincerely,

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD MEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of December, 2016 between Southeastern Louisiana University through its President, Dr. John Crain and Jay Ladner (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 MEN’S BASKETBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/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 MEN’S BASKETBALL games on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR

1 Coach Initial: ___ Admin Initial: ___
will have the responsibility for approving the annual MEN'S BASKETBALL schedule.

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 December, 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 $100,575 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 increases 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.

2 Coach Initial: [signature] Admin Initial: [signature]
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

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and MEN'S BASKETBALL Team. Formatting of the show prior to its initial airing must be approved by the
DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

(a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA.

(b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;

(c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

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, or the LAA 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 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.

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 must 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 MEN'S BASKETBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN’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 MEN'S BASKETBALL camps and/or MEN'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 11.3.2).

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 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. Any payments received shall not be in conflict with University polices, 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 11.1.1). 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 MEN'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 and 3.2 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 and 3.2 for the period after the fiscal year in which the coach is terminated 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: $100,575.
- Termination during second contract year: $80,000.
- Termination after the conclusion of the second contract year: $60,000.

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. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.

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

(d) Substantial and manifest incompetence.

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

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

(g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

(i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.

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 MEN'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. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year.

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.

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Date

Jay Artigues
DIRECTOR OF ATHLETICS

Date

Jay Ladner
HEAD MEN'S BASKETBALL COACH

Date

PRESIDENT
LION ATHLETICS ASSOCIATION

Date

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

SECRETARY - BOARD OF SUPERVISORS
STATE OF LOUISIANA  
PARISH OF TANGIPAHOA  

BETWEEN:

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

AGREEMENT
HEAD MEN'S BASKETBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jay Ladner the University HEAD MEN'S BASKETBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'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 MEN'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 MEN'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 16th day of November, 2016.

[Signature]
PRESIDENT - Dr. John Crain
Southeastern Louisiana University

[Signature] 11/15/16
Jay Artigue
ATHLETICS DIRECTOR

[Signature] 11/15/16
Jay Ladner
HEAD MEN'S BASKETBALL COACH

[Signature] 11/10/16
PRESIDENT
LION ATHLETICS ASSOCIATION

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

SECRETARY OF THE BOARD OF
SUPERVISORS FOR THE UNIVERSITY OF
LOUISIANA SYSTEM
Item F.3. University of Louisiana at Monroe's request for approval of contractual amendments with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.

EXECUTIVE SUMMARY

The University is extending the contract end date from December 31, 2016 to December 31, 2017. The second amendment eliminates the need to annually report athletically related income to be consistent with the final rules adopted by the NCAA.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of contractual amendments with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.
November 10, 2016

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

Dear Dr. Reneau:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Mike Collins, Assistant Head Football Coach/Defensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 1, 2017 – December 31, 2017.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
EMPLOYMENT CONTRACT EXTENSION AND AMENDMENT AGREEMENT
ASSISTANT HEAD FOOTBALL COACH / DEFENSIVE COORDINATOR

STATE OF LOUISIANA
PARISH OF OUACHITA

This Contract of Employment Extension and Amendment Agreement, ("Agreement") is made and entered into on this 7th day of November, 2016, between University of Louisiana at Monroe, through its President (hereinafter referred to as the "ULM" or the "UNIVERSITY"), and Mike Collins (hereinafter referred to as "COACH"), (collectively, the "Parties"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), 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.

WHEREAS the Parties entered into a Contract of Employment on January 4, 2016 (the "Original Contract" incorporated herein by reference as if fully attached hereto),

WHEREAS the Parties agree to extend the term of the Original Contract, as well as amend Section 6.2 the Original Contract with respect to athletically related income reporting as follows:

1. Extension. The Original Contract will end on December 31, 2016. The Original Contract is extended for an additional period, which will begin on January 1, 2017 and terminate without further notice on December 31, 2017, unless sooner terminated or further extended under the terms and conditions of the Original Contract.

2. Amendment. Section 6.2 of the Original Contract is hereby deleted effective as of August 1, 2016 to be consistent with final rules adopted by the NCAA eliminating the annual reporting of athletically related income from sources outside the University.
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

Nick J. Bruno, Ph.D.
President
University of Louisiana at Monroe

Mike Collins
Assistant Head Football Coach /
Defensive Coordinator

Approved by the Board of Supervisors for the University of Louisiana System
at its meeting on the _____ day of______________, 2016

Dr. Daniel D. Reneau
Interim President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

December 8, 2016

Item F.4. University of Louisiana at Monroe’s request for approval of contractual amendments with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.

EXECUTIVE SUMMARY

The University is extending the contract end date from December 31, 2016 to December 31, 2017. The second amendment eliminates the need to annually report athletically related income to be consistent with the final rules adopted by the NCAA.

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 approved University of Louisiana at Monroe’s request for approval of contractual amendments with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective November 7, 2016.
November 10, 2016

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

Dear Dr. Reneau:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Matt Kubik, Assistant Head Football Coach/Offensive Coordinator, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective January 1, 2017 – December 31, 2017.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
EMPLOYMENT CONTRACT EXTENSION AND AMENDMENT AGREEMENT
ASSISTANT HEAD FOOTBALL COACH / OFFENSIVE COORDINATOR

STATE OF LOUISIANA

PARISH OF OUACHITA

This Contract of Employment Extension and Amendment Agreement, ("Agreement") is made and entered into on this 7th day of November, 2016, between University of Louisiana at Monroe, through its President (hereinafter referred to as the "ULM" or the "UNIVERSITY"), and Matt Kubik (hereinafter referred to as "COACH"), (collectively, the "Parties"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University (hereinafter referred to as "BOARD"), 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.

WHEREAS the Parties entered into a Contract of Employment on January 4, 2016 (the "Original Contract" incorporated herein by reference as if fully attached hereto),

WHEREAS the Parties agree to extend the term of the Original Contract, as well as amend Section 6.2 the Original Contract with respect to athletically related income reporting as follows:

1. Extension. The Original Contract will end on December 31, 2016. The Original Contract is extended for an additional period, which will begin on January 1, 2017 and terminate without further notice on December 31, 2017, unless sooner terminated or further extended under the terms and conditions of the Original Contract.

2. Amendment. Section 6.2 of the Original Contract is hereby deleted effective as of August 1, 2016 to be consistent with final rules adopted by the NCAA eliminating the annual reporting of athletically related income from sources outside the University.
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

Nick J. Bruno, Ph.D.
President
University of Louisiana at Monroe

Matt Kubik
Assistant Head Football Coach / Offensive Coordinator

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of ______________, 2016

Dr. Daniel D. Rencau
Interim President
University of Louisiana System
Item F.5. University of New Orleans’ request for approval of a contract with Mr. Benjamin Dalton, Head Track and Field/Cross Country Coach, effective November 1, 2016.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through October 31, 2019, Coach’s base annual salary is $55,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. During the time of employment as head coach, Coach will have the opportunity to receive the following earned salary supplements/incentives funded by the Privateer Athletic Foundation.

- Complimentary basketball and baseball season tickets as per University policy
- $750--each year that Team Academic Progress Rate is 960 or greater
- $2,500--Conference Coach of the Year
- $1,000--Individuals who win a Conference Championship and participate in an NCAA Regional (per student athlete; annual maximum of $3,000)

In the event the University terminates the contract without cause prior to January 1, 2019, Coach shall be entitled to the remaining base salary he would have been earned in the current contract year or three months’ salary, whichever is greater. In the event the University terminates the contract without cause on or after January 1, 2019, Coach shall be entitled to the remaining base salary he would have been earned in the current contract year. The University would be responsible for the amounts due through the current fiscal year (June 30). The Privateer Athletic Foundation would be responsible for the remaining amounts (the next July 1 through expiration).

In the event Coach terminates the Contract without cause to become another head coach at a Division 1 institution, Coach would be liable to the University for liquidated damages as follows:

- If Coach terminates between November 1, 2016 – December 31, 2017, Coach is liable for $5,000.
- If Coach terminates between January 1, 2018 – December 31, 2018, Coach is liable for $2,500.
- Thereafter, there is no liability for liquidated damages.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval of a contract with Mr. Benjamin Dalton, Head Track and Field/Cross Country Coach, effective November 1, 2016.
November 11, 2016

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

Re: Employment Amendment

Dear Dr. Reneau,

I am requesting approval of an employment contract for UNO Head Track & Field/Cross Country Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President
CONTRACT OF EMPLOYMENT
HEAD TRACK & FIELD/CROSS COUNTRY COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of November 2016, between the University of New Orleans and through its President, Dr. John Nicklow, the Privateer Athletic Foundation (hereinafter referred to as "PAF") and Benjamin Dalton (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ COACH as head Track & Field/Cross Country Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics 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 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 University’s President.

1.3 COACH shall manage and supervise the team and shall perform such other duties in University’s athletic program as the Director may assign.
1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period of three (3) years, commencing on the 1st day of November, 2016, and terminating without further notice to COACH on the 31st day of October, 2019, unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of $55,000, payable on a biweekly basis.

3.2 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.

3.3 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 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 PAF Track & Field account. In recognition of exemplary performance and the additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the PAF, the PAF agrees within sixty (60) days after the competition or event to pay to COACH the following supplemental payments:

4.1.1 Tickets: COACH will receive complimentary basketball and baseball season tickets in accordance with Department of Athletics complimentary ticket policy.

4.1.2 Academic Progress: When the women’s track & field teams and the women’s cross country team all achieve a one-year APR (Academic Progress Rate) score of 960 or greater in the same academic year of this agreement, a $750 one-time earned incentive payment will be provided to COACH for distribution between COACH and staff at the discretion of the COACH. When the men’s track & field teams and the men’s cross country team all achieve a one-year APR (Academic Progress Rate) score of 960 or greater in the same academic year of this agreement, a $750 one-time earned incentive payment will be provided to COACH for distribution between COACH and staff at the discretion of the COACH. This is applicable to each year of the agreement. Should any of the aforementioned teams receive an APP post-season ineligibility penalty during any year of this agreement, this earned incentive compensation provision will be suspended during the period of post-season ineligibility.
4.1.3 When the COACH is recognized as Conference Track & Field Coach of the Year by the Conference itself, COACH will earn one-time incentive compensation of $2,500. This is applicable to each year of the agreement.

4.1.4 When an individual student-athlete from the men’s or women’s track & field team wins a conference championship or qualifies for and participates in an NCAA Regional, COACH will earn incentive compensation of $1,000 per student-athlete. Each full-time assistant coach will earn incentive compensation of $500. This is applicable to each year of the agreement with an annual maximum earned incentive compensation of $3,000 for head coach and $1,000 for each assistant coach.

4.2 Any supplemental payment earned pursuant to this section shall be payable within 90 days of earning from the PAF, solely from the athletic funds held by the PAF. Supplemental payments made to COACH from PAF shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The PAF will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a radio/television show to promote the University of New Orleans Track & Field and Cross Country teams with the approval of the Director of Athletics and/or University President.
5.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

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

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

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

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

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

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

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 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.

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

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

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

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

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

(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.

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 his operation of track & field camps and/or track & field 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 retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is
responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA, Conference and University Rules

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

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

11.0 Track & Field / Cross Country Staff

11.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System.
12.0 Termination

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

12.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day’s regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, 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 prior to January 1, 2019, without cause, the COACH shall be entitled to the remaining base salary that he would have earned in that current year of the contract or three (3) months salary, whichever is greater. If the University terminates the Contract on or after January 1, 2019, without cause, the COACH shall be entitled to the remaining base salary that he would have earned in that current year of the contract. 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 PAF. 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 accept a position as a head track & field or head cross country coach at another Division I institution, COACH would be liable to the University for liquidated damages based on the following schedule:

- If COACH terminates between November 1, 2016 – December 31, 2017, he is liable for liquidated damages equal to $5,000.
- If COACH terminates between January 1, 2018 – December 31, 2018, he is liable for liquidated damages equal to $2,500.
- If COACH terminates on or after January 1, 2019, he is not liable for liquidated damages.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this contract for any other reason than becoming employed as a track & field or cross country 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 in order to render it valid and enforceable.

15.0 Force Majeure

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

[Signature]
PRESIDENT UNIVERSITY OF NEW ORLEANS

For PRIVATEER ATHLETIC FOUNDATION

[Signature]
DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS

[Signature]
HEAD COACH

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

[Signature]
PRESIDENT - ULS