AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:45 a.m., Thursday, August 24, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Dr. John Condos, Chair
Mr. Virgil Robinson, Jr., Vice Chair
Dr. Pamela Egan
Mr. Shawn Murphy
Ms. Elizabeth Pierre
Mr. Mark Romero

A. Call to Order
B. Roll Call
C. Consent Agenda:

Board Agenda Item G.1.

Northwestern State University’s request for approval of a contract with Mr. Charles Adam Pennington, Associate Head Track and Field Coach, effective July 21, 2017.

Board Agenda Item G.2.

Southeastern Louisiana University’s request for approval of a contract with Mr. James Matthew Riser, Head Baseball Coach, effective July 1, 2017.

Board Agenda Item G.3.

Southeastern Louisiana University’s request for approval of a contract with Mr. Benjamin Andrew Gipson, Assistant Baseball Coach, effective July 1, 2017.

Board Agenda Item G.4.

Southeastern Louisiana University’s request for approval of a contract with Mr. Daniel Latham, Assistant Baseball Coach, effective July 1, 2017.

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

University of Louisiana at Monroe’s request for approval of a contract with Mr. Ralph Nixon Floyd, Director of Athletics, effective July 21, 2017.

Board Agenda Item G.6.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Michael Anthony Federico, Head Baseball Coach, effective July 1, 2017.

Board Agenda Item G.7.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Joel Mangrum, Assistant Baseball Coach, effective July 6, 2017.

Board Agenda Item G.8.

University of Louisiana at Monroe’s request for approval of a contract with Mr. Matthew Collins, Assistant Baseball Coach, effective July 6, 2017.

D. Other Business

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

ATHLETIC COMMITTEE

August 24, 2017

Item G.1. Northwestern State University’s request for approval of a contract with Mr. Charles Adam Pennington, Associate Head Track and Field Coach, effective July 21, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2019, the Coach’s salary for each year is $45,000, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.
- Coach will receive $1,000 for promotional appearances in the event NSU wins the indoor or outdoor conference championship.

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).

If Coach chooses to terminate the contract without cause to assume another intercollegiate coaching position, Coach would be liable to the University for liquidated damages on the following basis:

- If before July 24, 2018 - $45,500
- If after July 24, 2018 but before January 1, 2019 - $22,275

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

It is recommend 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. Charles Adam Pennington, Associate Head Track and Field Coach, effective July 21, 2017.
July 31, 2017

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802  

Re:  Associate Head Track and Field Coach Contract - Charles Adam Pennington

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for Associate Head Track and Field Coach - Charles Adam Pennington to be placed on the agenda for the August 2017 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
President

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT

for CHARLES ADAM PENNINGTON

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 24th day of August, 2017, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President; the Demons Unlimited Foundation (hereinafter "Foundation"); and Charles Adam Pennington, Associate Head Track and Field 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 an Associate Head Track and Field Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Charles Adam Pennington, as Associate Head Track and Field Coach at Northwestern State University, and Charles Adam Pennington does hereby accept said employment and agrees to perform all those services pertaining to Associate Head Track and Field Coach as prescribed by the University through the President, the Director of Athletics, and the Head Track and Field Coach.

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

1.2. Coach shall assist Head Coach in managing and supervising the team and shall perform such other duties in Northwestern State University’s athletic program as the Head Coach may assign.

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

   The employment under the terms of this contract shall be for the period July 21, 2017 to June 30, 2019, subject to approval of the University of Louisiana Board of Supervisors.

3. **UNIVERSITY SALARY**

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

   **First Year of Contract**
   Forty-five Thousand, Five-Hundred ($45,500) Dollars payable in 26 equal installments:

   **Second Year of Contract**
   Forty-five Thousand, Five Hundred ($45,500) 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 Pennington may operate and receive additional compensation for camps/clinics outlined in the athletic department’s policy regulating camps and clinics.

   a. All revenues from university camps/clinics will be deposited into Head Coach’s university camp budget. After all expenses are met, Head Coach 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 track and field 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.
NSU Associate Track and Field Coach Contract
Charles Adam Pennington
Page 3

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

5.2 Private Camps

a. Coach Pennington may work for a camp for the teaching of athletic pursuits on University property.

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

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

d. 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 that may arise out of the operation of summer camps.

6. FOUNDATION SERVICES

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

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

- COACH will receive $1,000 for promotional appearances in the event NSU wins the indoor or outdoor conference championship.

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 1 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 it 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 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Pennington terminates the contract without cause to assume another intercollegiate coaching position, Coach Pennington would be liable to the University for Liquidated Damages in the following manner:

- If before July 24, 2018 - $45,500
- If after July 24, 2018 but before January 1, 2019 - $22,275.

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

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

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

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

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

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

10. 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.

11. AMPENDMENT Extension

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.
12. 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.

13. FORCE MAJEURE

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

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

CHARLES ADAM PENNINGTON, Associate Head Track and Field Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

KENNY KNOTTS, President
Demons Unlimited Foundation

BY

DR. CHRIS MAGGIO, Interim President Northwestern State University

BY

Dr. JAMES HENDERSON, President University of Louisiana Board of Supervisors
Item G.2. Southeastern Louisiana University’s request for approval of a contract with Mr. James Matthew Riser, Head Baseball Coach, effective July 1, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 1, 2017 through June 30, 2020, Coach’s base annual salary is $63,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of $27,000 from the Lion Athletics Association for fund raising efforts and two speaking engagements.

The Lion Athletics Association 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
- $10,000--NCAA National Championship
- $2,000--NCAA Post Season or Conference Season Championship
- $2,000--Each round advanced in NCAA Tournament
- $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
- $100--Individuals who qualify for NCAA Championship-beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University is responsible for the current fiscal year base salary through the end of the fiscal year (June 30). The Lion Athletics Association is responsible for the remaining months in the agreement (the next July 1 through expiration), and any remainder of the funds from the Lion Athletics Association.

In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of $20,000 if during first contract year, and $10,000 after conclusion of first contract year.
Executive Summary
August 24, 2017
Page 2

The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. James Matthew Riser, Head Baseball Coach, effective July 1, 2017.
CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of July, 2017 between Southeastern Louisiana University through its President, Dr. John Crain and James Matthew Riser (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 BASEBALL COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S 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/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 BASEBALL games

Coach Initial: ___________ Admin Initial: ___________
on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual MEN'S BASEBALL 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 July, 2017 and terminating without further notice to COACH on the 30th day of June, 2020 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 $63,000 for the term of this agreement on a bi-weekly basis.

3.2 The COACH will be paid an additional annual amount of $27,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for the COACH'S LAA fund raising efforts as well as for two
speaking engagements as assigned by the Athletics Director.

3.3 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.

3.4 The UNIVERSITY does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with paragraph 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 MEN'S BASEBALL 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 with 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 shall 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, or 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 BASEBALL season, COACH shall be entitled to a total of ten (10) tickets per home MEN'S BASEBALL 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 BASEBALL camps and/or MEN'S BASEBALL 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 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. 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 BASEBALL 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: $20,000.

- Termination after the conclusion of the first contract year: $10,000.
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.

(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 the 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 BASEBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, 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  

[Signature]  7/25/17  

Jay Augues  
DIRECTOR OF ATHLETICS  

[Signature]  7/28/17  

James Matthew Riser  
HEAD BASEBALL COACH  

[Signature]  7/28/17  

PRESIDENT  
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  

12  Coach Initial: __12__  Admin Initial: __J__
BETWEEN:
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD BASEBALL COACH

AGREEMENT
HEAD BASEBALL COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and James Matthew Riser the University HEAD BASEBALL COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head MEN'S BASEBALL 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 BASEBALL Coach in the amount as per paragraphs 3.2 and 4.0 of the Head Coach’s Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head MEN'S BASEBALL 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.

13 Coach Initial: MR Admin Initial: 


Entered into this _____ day of ____________, 20__.

PRESIDENT · Dr. John Crain  Date
Southeastern Louisiana University

Jay Artigues  Date
ATHLETICS DIRECTOR

James Matthew Riser  Date
OFFICIAL TITLE

_________________________  7/28/17
Cannon B. Deen
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
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 24, 2017

Item G.3. Southeastern Louisiana University’s request for approval of a contract with Mr. Benjamin Andrew Gipson, Assistant Baseball Coach, effective July 1, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 1, 2017 through June 30, 2018, Coach’s base annual salary is $33,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of $10,000 from the Lion Athletics Association for fund raising efforts.

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

The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Benjamin Andrew Gipson, Assistant Baseball Coach, effective July 1, 2017.
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of July, 2017 between Southeastern Louisiana University through its President, Dr. John Crain and Benjamin Andrew Gipson (hereinafter referred to as “ASSISTANT COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

Coach Initial: [Signature] Admin Initial: [Signature]
1.4 ASSISTANT COACH shall inform the HEAD BASEBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2017 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2018 unless extended under the terms of this agreement.

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

3.0 Compensation

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

3.2 The ASSISTANT COACH will be paid an additional annual amount of $10,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.
3.3 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

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

3 Coach Initial: Admin Initial: 
4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

5.2 ASSISTANT COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Constitution Article 11.3.2).

6.0 Compliance with NCAA, Conference and University Rules

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

4 Coach Initial: Admin Initial:
employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

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

7.0 Termination

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

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

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the
UNIVERSITY, its Administration, and/or Staff.

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

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

8.0 Force Majeure

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

9.0 Severability

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
PRESIDENT - Dr. John Crain  Date
Southeastern Louisiana University

Jay Antigues  Date
DIRECTOR OF ATHLETICS

Benjamin Andrew Gipson  Date
ASSISTANT COACH - MEN'S BASEBALL

Cameron B. Barr  7/27/17
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
AGREEMENT
ASSISTANT BASEBALL COACH

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

1.0

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

2.0

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

3.0

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

Coach Initial: Admin Initial
Entered into this _____ day of ________________, 20__.

PRESIDENT - Dr. John Crain  Date
Southeastern Louisiana University

Jay Amigues 7/8/17  Date
ATHLETICS DIRECTOR

Benjamin Andrew Gipson  Date
ASSISTANT COACH- MEN'S BASEBALL

Cameron B. Bar 7/8/17  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__.

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

10  Coach Initial:  A  Admin Initial:  A
Item G.4. Southeastern Louisiana University’s request for approval of a contract with Mr. Daniel Latham, Assistant Baseball Coach, effective July 1, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 1, 2017 through June 30, 2018, Coach’s base annual salary is $36,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of $10,000 from the Lion Athletics Association for fund raising efforts.

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

The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Mr. Daniel Latham, Assistant Baseball Coach, effective July 1, 2017.
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 1st day of July, 2017 between Southeastern Louisiana University through its President, Dr. John Crain and Daniel K. Latham (hereinafter referred to as “ASSISTANT COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2017 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 2018 unless extended under the terms of this agreement.

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

3.0 Compensation

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

3.2 The ASSISTANT COACH will be paid an additional annual amount of $10,000 on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.
3.3 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increase in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

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

4.0 Employee Benefits

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

4.2 Courtesy/Leased Vehicle Benefit

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

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

(c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.
4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

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

5.2 ASSISTANT COACH shall report annually in writing to the President through the DIRECTOR on July 1st all athletically related income from sources outside the UNIVERSITY and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Constitution Article 11.3.2).

6.0 Compliance with NCAA, Conference and University Rules

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

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

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

7.0 Termination

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

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

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

(b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the
UNIVERSITY, its Administration, and/or Staff.

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

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

8.0 Force Majeure

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

9.0 Severability

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

Jay Amigues
DIRECTOR OF ATHLETICS

Daniel K. Latham
ASSISTANT COACH- MEN'S BASEBALL

PRESIDENT
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
AGREEMENT
ASSISTANT BASEBALL COACH

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

1.0

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

2.0

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

3.0

The Lion Athletics Association and ASSISTANT BASEBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH’s contract, and all agree to be bound by the terms of each agreement.
Entered into this _____ day of _______________ , 20__ .

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

Jay Aiguèses
ATHLETICS DIRECTOR

DATE: 7/27/17

Daniel K. Latham
ASSISTANT COACH- MEN'S BASEBALL

DATE: 7/27/17

Camran B. Bax
PRESIDENT
LION ATHLETICS ASSOCIATION

DATE: 7/27/17

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 G.5. University of Louisiana at Monroe’s request for approval of a contract with Mr. Ralph Nixon Floyd, Director of Athletics, effective July 21, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2021, Athletic Director’s annual salary is $180,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) will pay Athletic Director a premium benefit of $55,000 per year for his role as a fund raiser for the ULMAF, and to promote ULM’s athletic programs.

The ULMAF will make available $5,000 annually for use by the Athletic Director to be used at his discretion as it relates to his duties as Athletic Director. In addition, the Athletic Director shall receive up to $18,000 in moving and travel expenses paid for by the ULMAF. Finally, the Athletic Director shall be entitled to a membership at a country club and a courtesy vehicle paid for by the ULMAF.

If the University terminates the agreement without cause, then the University shall have the option to pay Athletic Director $90,000, or reassign him to another suitable position at the University for a period of six months. If Athletic Director terminates the agreement without cause to become employed as an Athletic Director, he shall be liable to the University for $90,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a contract with Mr. Ralph Nixon Floyd, Director of Athletics, effective July 21, 2017.
August 3, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Ralph Nixon Floyd, Jr., Director of Athletics, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective July 21, 2017 – June 30, 2021.

Thank you for your consideration.

Sincerely,

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

STATE OF LOUISIANA
PARISH OF OUACHITA

This agreement is made and entered into on this 1st day of August, 2017, between the University of Louisiana at Monroe (hereafter referred to as "UNIVERSITY") and through its President, and Ralph Nixon Floyd, Jr. (hereafter referred to as "FLOYD"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The ULM Athletic Foundation (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment and Duties

1.1 UNIVERSITY does hereby employ FLOYD as Director of Athletics and FLOYD does hereby accept employment and agrees to perform all of the services pertaining to the UNIVERSITY’S intercollegiate athletics program, which are required of FLOYD, as well as, other services which are expressly assigned and/or inherent in the position of Director of Athletics, all as prescribed by the UNIVERSITY through its President. It is understood by FLOYD and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign FLOYD to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign FLOYD and FLOYD refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in Section 9.4 of this contract.

1.2 FLOYD shall be responsible and shall report directly to the UNIVERSITY’S President and shall confer with the President or the President’s designee on all administrative, operational and fiscal matters pertaining to the athletics program.

1.3 FLOYD shall represent UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on UNIVERSITY or its athletics program.
1.4 FLOYD shall manage and supervise the athletics program, including directing, managing, and supervising all personnel in the Athletics Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with FLOYD, and shall perform such other duties in the University's athletic program as the President may reasonably assign.

1.5 FLOYD 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.

1.6 FLOYD 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.)

1.7 In addition to the duties and responsibilities of the Director of Athletics as may be contained in University and Board policies and guidelines, FLOYD's duties and responsibilities include, but are not limited to, the following:

   a. Being fully knowledgeable of and ensure the Athletics Department and Athletics Department's personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. FLOYD shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that FLOYD has knowledge of, or has reasonable cause to believe, that violations of UNIVERSITY policies, laws, or governing athletic rules have taken place, FLOYD shall inform the President as well as take all necessary measures to bring UNIVERSITY in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.

   b. Working in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with FLOYD.

   c. Using his best efforts to ensure that student-athletes conduct themselves in a manner that will reflect a positive image at all times during their tenure as participants in UNIVERSITY’S athletic programs.

   d. Provide an environment for admissions, financial aid, academic eligibility, and recruiting be conducted properly; and shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
e. Taking appropriate actions to ensure that the academic performance of all UNIVERSITY sports teams meet or exceed the NCAA academic progress standards.

f. Developing and implementing an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.

g. Requiring and using this best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and UNIVERSITY policies concerning intercollegiate athletics, including without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. §1981 et seq., the Americans with Disabilities Act, 42 U.S.C. § 1201, et seq., and all state and federal non-discrimination laws.

h. Developing, implementing, and maintaining a Strategic Plan for Athletics to include short, intermediate, and long term plans in consultation with the President.

i. Choosing teams and scheduling intercollegiate athletic games and directing means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party; and ensuring that all such activity is conducted in compliance with applicable University policies and procedures.

j. Overseeing the game ticket distribution system and using his best efforts to ensure that such system is managed and conducted in a manner the results in accurate accounting of the distribution and receipt of revenue from ticket sales.

k. Monitoring all athletically-related contracts in which the UNIVERSITY is a party, including but not limited to licensing rights, multi-media and sponsorships, signage, guarantee games, athletic facility concessions, apparel, ticketing, licensing and trademarks, etc., and using his best efforts to ensure that any funds, including revenues and royalties, and issued to the UNIVERSITY in accordance with the applicable contract, and that such funds are properly deposited with the UNIVERSITY.

l. Adhering to and carrying out other directives and responsibilities as may be given by the President from time to time.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on July 21, 2017 and ending without further notice to FLOYD on June 30, 2021, unless sooner terminated or extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by FLOYD, both of which must be in writing, signed by the parties, and approved by
the Board. This agreement in no way grants FLOYD a claim to tenure in employment, nor shall FLOYD’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 University Compensation

3.1 In consideration of FLOYD’s services and satisfactory performance of this agreement, UNIVERSITY shall pay FLOYD a base annual salary of $180,000 the term of this agreement, payable on a bi-weekly basis.

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

3.3 The University does not guarantee amounts due from the University 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 9.0 of this contract.

4.0 Supplements (FOUNDATION’S Obligations)

4.1 During the term of FLOYD’S employment as Director of Athletics, FOUNDATION shall provide the following supplements to FLOYD through FOUNDATION’S athletic funds:

a. $55,000 annually to be made in equal monthly payments for FLOYD’S role as a fundraiser for ULM Athletics.

b. Courtesy vehicle for use by FLOYD during FLOYD’S employment as Director of Athletics. FLOYD shall be responsible for contributing $100 monthly towards vehicle insurance coverage and be responsible for regular maintenance / repair
outside of vehicle warranty. The UNIVERSITY has no obligation to furnish a vehicle to FLOYD.

c. Membership at a local country club.

d. $5,000 annually for use by FLOYD at FLOYD'S discretion as it relates to FLOYD'S duties as Director of Athletics.

4.2 FLOYD 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 and supplements provided made to FLOYD from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments or supplements, and FLOYD shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate information return to FLOYD and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

4.3 FLOYD shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with FLOYD'S duties and responsibilities to the University and the athletic department.

4.4 Indemnification and Hold Harmless of UNIVERSITY. By signing this Agreement, FLOYD agrees to hold harmless and indemnify UNIVERSITY from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this agreement.

5.0 Employee Benefits
5.1 FLOYD 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 FLOYD'S base annual salary as provided by the UNIVERSITY.

5.2 FLOYD shall be provided a monthly cell phone allowance of $45 per month to be paid by UNIVERSITY and included on FLOYD'S bi-weekly payroll check.

5.3 FLOYD shall be reimbursed by the UNIVERSITY, based on actual receipts, up to $18,000 in relocation expenses, in accordance with state of Louisiana travel regulations applicable to public institutions of higher education.

6.0 Outside Income-Subject to Compliance with Board Rules

6.7 FLOYD shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of FLOYD'S UNIVERSITY employment and the UNIVERSITY shall have no responsibility or liability for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies. Such outside activities shall not interfere with the full and complete performance by FLOYD' of FLOYD'S duties and obligations as a UNIVERSITY employee, recognizing that FLOYD'S primary obligations lie with the UNIVERSITY and its students.

7.0 Compliance with NCAA, Conference and UNIVERSITY Rules

7.1 FLOYD shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, FLOYD shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). FLOYD may be suspended for a period of time, without pay, or the employment of FLOYD may be terminated if FLOYD is found to be involved in significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).
7.2 FLOYD 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 FLOYD shall at all times conduct himself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

8.0 Athletic Department Staff

8.1 FLOYD shall have the opportunity to select unclassified athletics department personnel (within the established budget) upon authorization by the President and approval by the Board. FLOYD is expected to supervise athletics department personnel to assure compliance with NCAA, Conference and University rules and regulations.

9.0 Termination

9.1 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. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.2 Termination without Cause by UNIVERSITY. UNIVERSITY may terminate this agreement in the sole and absolute discretion of the UNIVERSITY President. Prior to such termination, UNIVERSITY shall notify the President of the University of Louisiana System. In the event the UNIVERSITY terminates the agreement, without cause, the UNIVERSITY, at its option shall either pay FLOYD $90,000 or reassign FLOYD to another suitable position at the UNIVERSITY for a period of six months at FLOYD'S current salary in lieu of the payout described in this section. If the payout option is chosen by UNIVERSITY, such funds shall be
paid from the current fiscal year funding to FLOYD in a lump sum no later than sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full at the sole discretion of the UNIVERSITY.

9.3 Termination by FLOYD. In the event FLOYD terminates the Contract to assume an Athletic Director position prior to the expiration of the contract term, FLOYD is liable to the UNIVERSITY for liquidated damages in the amount of $90,000 payable by FLOYD in a lump sum within sixty (60) days of the date of termination. If FLOYD terminates this contract for any other reason than becoming employed as an Athletic Director, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then FLOYD shall have no responsibility, obligation, or liability to the UNIVERSITY. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

9.4 Termination for Just Cause. UNIVERSITY has the right to terminate this contract for “just cause”. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of FLOYD constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for just cause. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination. In addition to failure to comply with this agreement, grounds for termination under this Section also includes, but is not limited to:

a. Misconduct, defined to include but not be limited to engaging in conduct which: (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings FLOYD into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair FLOYD’S ability to perform the obligations contained herein without material adverse impact on the athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Director of Athletics as a visible representative of the UNIVERSITY.

b. Substantial and manifest incompetence.

c. Violation or gross disregard of state or federal laws.
d. Significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.

c. Refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the FLOYD no longer retain the position of Director of Athletics.

f. Prolonged absence from UNIVERSITY without UNIVERSITY’S consent.

g. Poor performance evaluation by President not corrected within a reasonable period of time, as determined by UNIVERSITY, following notice to FLOYD.

h. Failure to administer the athletics department in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of UNIVERSITY or Board.

i. Any cause adequate to sustain the termination of any other UNIVERSITY employee of the Director of Athletics classification.

9.5 UNIVERSITY may cancel this Agreement at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency, or a determination by the Board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with UNIVERSITY policy and procedures. 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, FLOYD 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.

9.6 In the event that FLOYD is reassigned to another position or suspended or placed on administrative leave with UNIVERSITY, any entitlement to a courtesy automobile, cell phone
allowance, country club membership, other FOUNDATION'S supplements, etc., shall cease immediately upon the occurrence of any such event.

9.7 FLOYD agrees that in the event of termination of this agreement by UNIVERSITY for any reason, his sole and exclusively remedy, if any, against UNIVERSITY shall be in accordance with the provisions set forth in this Agreement. In no event shall UNIVERSITY be liable for direct, indirect, special, incidental, or consequential damages.

10.0 University Fundraising

10.1 All fundraising activities by FLOYD must be pre-approved by the President, or President's designee, to ensure that such activities are in compliance with UNIVERSITY policies.

11.0 Miscellaneous

11.1 **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.

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

11.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Louisiana.

11.4 **Fiscal Funding.** The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such
appropriation is reduced by the veto of the Governor or by any means as provided by law to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11.5 Entire Agreement. This single Contract of Employment supersedes all other agreements (verbal or written) between the parties and contains all the terms between the parties and may be amended only in writing, signed and agreed to by the parties, and approved by the Board.

The parties have executed this Agreement as of the date first written above.

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

David R. Moore
President
ULM Athletic Foundation

Ralph Nixon Floyd, Jr.
Director of Athletics
University of Louisiana at Monroe

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

Dr. Jim Henderson
President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 24, 2017


EXECUTIVE SUMMARY

Under the proposed agreement for forty-eight months, effective through June 30, 2021, Coach’s annual salary is $120,000. The agreement also stipulates that the University may pay athletics competition incentives based on certain specified achievements, as follows, from athletic auxiliary funds:

- $5,000 if team wins (or ties in) the Sun Belt Conference regular season championship
- $1,000 if team makes appearance at the Sun Belt Conference tournament (Year 1 and 2 of contract only).
- $5,000 if team wins the Sun Belt Conference Tournament
- $12,000 if team makes appearance in the NCAA Regional Tournament
- $5,000 if team makes appearance in the NCAA Super Regional Tournament
- $10,000 if team makes appearance in the NCAA College World Series
- $25,000 if team becomes the NCAA College World Series Champions
- $5,000 if named Conference Coach of the Year (per year named)
- $2,500 if named Louisiana Coach of the Year (per year named)
- $5,000 if named National Coach of the Year (per year named)
- $1,000 if team’s annual APR is equal to or exceeds 950
- $1,000 if baseball team’s cumulative GPA is 3.0+ for the academic year (Fall and Spring Semesters combined)
- $1,500, $2,000, $2,500+ (non-cumulative) if season average attendance at home baseball games is respectively 1,500, 2,000, or 2,500+
- $500 total for the first 500 season tickets sold plus $1 for each additional season ticket sold for each baseball season

These incentives will only be awarded if the team is not subject to APR penalties that result in loss of scholarships at the time the incentives are reached.

If the University terminates the agreement without cause, then the University shall have the option to pay Coach $60,000, or reassign Coach to another suitable position at the University for a period of six months. If Coach terminates the agreement without cause to become employed as a head baseball coach, Coach shall be liable to the University for $60,000.
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 University of Louisiana at Monroe's request for approval of a contract with Mr. Michael Anthony Federico, Head Baseball Coach, effective July 1, 2017.
August 3, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Michael Federico, Head Baseball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective July 1, 2017 – June 30, 2021.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President

RECEIVED
AUG 03 2017
UNIVERSITY OF LOUISIANA SYSTEM
CONTRACT OF EMPLOYMENT
HEAD MEN'S BASEBALL COACH

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into on this 27th day of July, 2017, between the University of Louisiana at Monroe (hereinafter referred to as "UNIVERSITY" or "ULM") and through its President, and Michael Anthony Federico (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained.

1.0 Employment

1.1 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 Athletic Director. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 11.2 of this contract.
1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics (the “Athletic Director”) and shall confer with the Athletic Director or the Athletic Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY’S President. COACH shall manage and supervise the team and shall perform such other duties in the University’s athletic program as the Athletic Director may reasonably assign.

1.3 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 commencing on July 1, 2017 and ending without further notice to COACH on the June 30, 2021, unless sooner terminated or 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.

2.4 Beginning with the 2019 season, if the baseball team’s Academic Progress Rate (APR) fall below a one year average of 950, all parties agree to replace the existing contract with a one-year agreement, which must be approved by the Board. COACH shall not be eligible for a contract extension.
2.5 During the term of this agreement, if the baseball team's overall winning percentage is .500 or higher in the Sun Belt Conference schedule in year 1 and 2 of the initial term, and provided that the team's APR is not below 950 and COACH is not the subject of a current disciplinary action or investigation, a year will be added to the contract for up to 2 additional years.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $120,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 The University does not guarantee amounts due from the University 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 11.0 of this contract.

4.1 Supplements / Incentive Compensation

4.1 In recognition of exemplary performance and additional work that is required for post-season competition and events and as an incentive for COACH to achieve the goals below, and since such additional work generally results in an influx of private gifts to the UNIVERSITY, during the time of employment as head coach, Coach will have the opportunity to receive the incentive payments. The incentive payment will be paid by UNIVERSITY from UNIVERSITY’s athletics auxiliary funds on or before the 60th day following the applicable event. The potential incentives are as follows:

- $5,000 if team wins (or ties in) the Sun Belt Conference regular season championship
- $1,000 if team makes appearance at the Sun Belt Conference Tournament (Year 1 and 2 of contract only)
- $5,000 if team wins the Sun Belt Conference Tournament
- $12,000 if team makes appearance in the NCAA Regional Tournament
• $5,000 if team makes appearance in the NCAA Super Regional Tournament
• $10,000 if team makes appearance in the NCAA College World Series
• $25,000 if team becomes the NCAA College World Series Champions
• $5,000 if named Conference Coach of the Year (per year named)
• $2,500 if named Louisiana Coach of the Year (per year named)
• $5,000 if named National Coach of the Year (per year named)
• $1,000 if baseball team’s annual APR is equal to or exceeds 950
• $1,000 if baseball team’s cumulative team GPA is 3.0+ for the academic year (Fall and Spring Semesters combined)
• $1,500; $2,000; $2,500+ (non-cumulative) if season average attendance at home baseball games is respectively 1,500; 2,000; or 2,500+
• $500 total for the first 500 season tickets sold plus $1 for each additional season ticket sold for each baseball season.

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

4.3 COACH understands and agrees that COACH shall not be eligible for any incentives under this agreement, including but not limited to the incentive pay provided under this Section, if beginning with the 2019 season, the baseball team’s Academic Progress Rate (APR) fall below a one year average of 950, and/or the team is subject to APR penalties which result in loss of scholarships at the time the incentives are reached.

5.1 Employee Benefits

5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other UNIVERSITY unclassified employee. Such benefit will be based upon COACH’s base annual salary as provided by the UNIVERSITY.
5.2 COACH shall be provided a monthly cell phone allowance of $45 per month to be paid by UNIVERSITY and included on the COACH’s bi-weekly payroll check.

5.3 COACH shall be reimbursed, based on actual receipts, up to $15,000 in relocation expenses.

5.4 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 will be made by the Athletics Director. Should a courtesy/vehicle arrangement not be available with a local dealership COACH may receive a monthly allowance not to exceed $300 toward the expense of a vehicle. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

5.5 COACH shall receive complimentary tickets to ULM intercollegiate athletic home games as follows:

- Twelve (12) tickets to each home Baseball game
- Eight (8) to other home games

6.0 Campus & 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 UNIVERSITY camp policies/procedures and the conditions hereafter stated.

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

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

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

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

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

C. The policy does not exclude coverage for sexual molestation (for camps involving minor participants).

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

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

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

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

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

7.0 Apparel, Equipment Endorsements

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.

8.0 Outside Income-Subject to Compliance with Board Rules

The COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of COACH’S UNIVERSITY employment and the UNIVERSITY shall have no responsibility or liability for any claims arising therefrom. COACH shall be entitled to retain revenue generated from COACH’S operation of camps and/or 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. Such outside activities shall not interfere with the full and complete performance by COACH of COACH’S duties and obligations as a UNIVERSITY employee, recognizing that COACH’S primary obligations lie with the UNIVERSITY and its students.

9.0 Compliance with NCAA, Conference and UNIVERSITY Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to
disciplinary or corrective action as set forth in the NCAA infractions process (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 significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

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

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

10.0 Baseball Staff

10.1 Personnel. COACH shall have the opportunity to select unclassified Baseball personnel (within the established budget) upon authorization by the Athletic Director and approval by the Board.

10.2 Salary Pool. For fiscal year 2017-2018, UNIVERSITY will allocate $100,000 to the baseball program salary pool to be distributed by COACH to Baseball personnel at COACH'S discretion. Beginning with the next fiscal year and each fiscal year thereafter, subject to the availability of funding to UNIVERSITY, the baseball program salary budget will be increased by $8,000 over the previous fiscal year amount for use by COACH to distribute to COACH and/or
among the assistant coaches as COACH deems appropriate, except that any allocation of such funds to COACH is subject to approval by the Athletic Director. UNIVERSITY does not guarantee amounts due from the University under this contract beyond the current year of performance and nothing in this section serves to create any rights or entitlement to a salary increase(s) for any UNIVERSITY personnel.

11.0 Termination

11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.2 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; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Head Baseball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the
team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for just cause. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates the Contract, without cause, the UNIVERSITY, at its option shall either pay COACH $60,000 or reassign COACH to another suitable position at the UNIVERSITY for a period of six months in lieu of the payout described in this section. If the payout option is chosen by UNIVERSITY, such funds shall be paid from the current fiscal year funding to COACH in a lump sum no later than sixty (60) days from the effective date of the termination or in monthly installments until such amount is paid in full at the sole discretion of the UNIVERSITY.

11.4 COACH shall make reasonable efforts to obtain full-time, gainful employment in the coaching profession. Should COACH secure employment as a head baseball coach, the liquidated damages described in this agreement shall be reduced by the amount of income received by COACH from said employment. New employment shall not be less than rate paid to previous person in that same position. Failure of COACH to make reasonable efforts to secure full-time employment in the coaching profession as described above shall be cause for the release of the
UNIVERSITY from any obligation to make further payments.

11.5 In the event COACH terminates the Contract to become a head baseball coach, COACH would be liable to the UNIVERSITY for liquidated damages in the amount of $60,000 payable by COACH in a lump sum within sixty (60) days of the date of termination.

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

11.7 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 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.

11.8 In lieu of termination for cause, and apart from any rights it may have under this Section 11.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY, which shall not be exercised arbitrarily or capriciously.
11.9 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, etc., shall cease immediately upon the occurrence of any such event.

12.0 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.

13.0 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.

14.0 Governing Law

This agreement shall be governed by and construed under the laws of the State of Louisiana.
15.0 Entire Agreement

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

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

Michael Anthony Federico
Head Men's Baseball Coach

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

Dr. Jim Henderson
President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 24, 2017

Item G.7. University of Louisiana at Monroe’s request for approval of a contract with Mr. Joel Mangrum, Assistant Baseball Coach, effective July 6, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 6, 2017 through June 30, 2018, 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.

In the event the University terminates the contract without cause, Coach shall be entitled to two months of base salary from the University or the amount Coach would have earned through term of contract, whichever is the lesser amount. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a contract with Mr. Joel Mangrum, Assistant Baseball Coach, effective July 6, 2017.
August 3, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Joel Mangrum, Assistant Baseball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective July 6, 2017 – June 30, 2018.

Thank you for your consideration.

Sincerely,

[Signature]

Nick J. Bruno, Ph.D.
President
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 31st day of July, 2017, between the UNIVERSITY OF LOUISIANA AT MONROE and through its President (hereinafter referred to as the “UNIVERSITY”) and JOEL MANGRUM (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board. The ULM Athletic Foundation (hereinafter referred to as “FOUNDATION” or “ULMAF”) joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as Assistant 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, Director of Intercollegiate Athletics, and Head Baseball Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 8.2 of this
1.2 COACH shall be responsible, and shall report, directly to the Head Baseball Coach and shall confer with the Head Baseball Coach on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY’s Director of Intercollegiate Athletics and the UNIVERSITY’s President.

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on July 6, 2017, and terminating without further notice to COACH on June 30, 2018, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $55,000, payable on a bi-weekly basis.

3.2. At the sole discretion of the Head Baseball Coach and upon approval by the Athletic Director, COACH may be eligible for salary increases from the baseball program salary pool that maybe funded by UNIVERSITY. Nothing in this section shall serve to create any rights or entitlement to a salary increase for COACH.

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

4.0 Athletics Competition Incentive

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Baseball Coach and approved by the Athletic Director from the pool of incentive funds that may be allocated to the Head Baseball Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.
5.0 Employee Benefits

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

5.2 UNIVERSITY shall provide the following benefits to COACH during the time
of employment in the Assistant Baseball Coach position:

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

5.3 FOUNDATION will be reimburse COACH, based on actual receipts, up to
$2500 in relocation expenses.

5.4 Indemnification and Hold Harmless of UNIVERSITY. The UNIVERSITY
does not guarantee any obligations of the FOUNDATION to COACH under this contract. By
signing this contract, COACH agrees to hold harmless and indemnify UNIVERSITY from
any and all suits, claims, demands, damages, liability, costs and expenses, including attorney's
fees, arising out of or in connection with all obligations incurred by the FOUNDATION under
this contract.

6.0 Outside Income - Subject to Compliance with Board Rules

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

7.1 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 infractions process (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 significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

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

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

8.0 Termination

8.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days’ written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System.
compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2 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; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Assistant Baseball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH’S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach’s ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for just cause. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement without cause prior to the expiration of its Term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.
8.7 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, etc., shall cease immediately upon the occurrence of any such event.

9.0 Severability

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

10.0 Force Majeure

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

11.0 Governing Law

This agreement shall be governed by and construed under the laws of the State of Louisiana.
12.0 **Entire Agreement**

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

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

David R. Moore
PRESIDENT
ULM ATHLETIC FOUNDATION

Joel Mangrum
ASSISTANT BASEBALL COACH
UNIVERSITY OF LOUISIANA AT MONROE

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

Dr. Jim Henderson
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

August 24, 2017

Item G.8. University of Louisiana at Monroe’s request for approval of a contract with Mr. Matthew Collins, Assistant Baseball Coach, effective July 6, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective July 6, 2017 through June 30, 2018, Coach’s base annual salary is $45,000. 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.

In the event the University terminates the contract without cause, Coach shall be entitled to two months of base salary from the University or the amount Coach would have earned through term of contract, whichever is the lesser amount. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a contract with Mr. Matthew Collins, Assistant Baseball Coach, effective July 6, 2017.
August 3, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Matthew Collins, Assistant Baseball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective July 6, 2017 – June 30, 2018.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
CONTRACT OF EMPLOYMENT
ASSISTANT BASEBALL COACH

STATE OF LOUISIANA
PARISH OF OUACHITA

This Agreement is made and entered into on this 31st day of July, 2017, between the UNIVERSITY OF LOUISIANA AT MONROE and through its President (hereinafter referred to as the “UNIVERSITY”) and MATTHEW COLLINS (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board. The ULM Athletic Foundation (hereinafter referred to as “FOUNDATION” or “ULMAF”) joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as Assistant 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, Director of Intercollegiate Athletics, and Head Baseball Coach. It is understood by COACH and the UNIVERSITY, however, that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 8.2 of this
contract.

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on July 6, 2017, and terminating without further notice to COACH on June 30, 2018, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $45,000, payable on a bi-weekly basis.

3.2 At the sole discretion of the Head Baseball Coach and upon approval by the Athletic Director, COACH may be eligible for salary increases from the baseball program salary pool that maybe funded by UNIVERSITY. Nothing in this section shall serve to create any rights or entitlement to a salary increase for COACH.

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

4.0 Athletics Competition Incentive

4.1 COACH may have the opportunity to receive competition incentive pay in such amount as recommended by and in the sole discretion of the Head Baseball Coach and approved by the Athletic Director from the pool of incentive funds that may be allocated to the Head Baseball Coach from UNIVERSITY athletic auxiliary funds. COACH shall not receive any such pay if COACH is the subject of a current disciplinary action or investigation.
5.0 Employee Benefits

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

5.2 UNIVERSITY shall provide the following benefits to COACH during the time of employment in the Assistant Baseball Coach position:

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

5.3 FOUNDATION will be reimburse COACH, based on actual receipts, up to $2500 in relocation expenses.

5.4 Indemnification and Hold Harmless of UNIVERSITY. The UNIVERSITY does not guarantee any obligations of the FOUNDATION to COACH under this contract. By signing this contract, COACH agrees to hold harmless and indemnify UNIVERSITY from any and all suits, claims, demands, damages, liability, costs and expenses, including attorney’s fees, arising out of or in connection with all obligations incurred by the FOUNDATION under this contract.

6.0 Outside Income - Subject to Compliance with Board Rules

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

7.1 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 infractions process (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 significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

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

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

8.0 Termination

8.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days’ written notice to the other party. Prior to termination of COACH, UNIVERSITY shall notify the President of the University of Louisiana System. All
compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.2 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; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best interest of the UNIVERSITY and of its intercollegiate athletic program require that the COACH no longer retain the position of Assistant Baseball Coach; violating any provision of this contract; and any cause adequate to sustain the termination of any other UNIVERSITY employee of the COACH'S classification. Misconduct shall include, but not be limited to, engaging in conduct which (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings Coach into substantial public disrepute, contempt, scandal, ridicule sufficient to materially impair Coach's ability to perform the obligations contained herein without material adverse impact on the team or athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to Coach as a visible representative of the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due from UNIVERSITY if termination is for just cause. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
8.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the UNIVERSITY terminates this Agreement without cause prior to the expiration of its Term, COACH shall be entitled to the remaining base salary COACH would have earned during the current fiscal year, not to exceed a total of two months base salary.

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the remaining base compensation COACH would have earned through the expiration of this agreement, whichever is the lesser amount. The liquidated damages shall be due and payable to the UNIVERSITY in a lump sum within sixty (60) days of the date of termination.

8.5 COACH may be terminated at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of programs and services. In the event of such termination, COACH will receive one (1) month notice of termination or one (1) month pay in lieu of such notice at the UNIVERSITY's sole discretion. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.
8.7 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, etc., shall cease immediately upon the occurrence of any such event.

9.0 Severability

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

10.0 Force Majeure

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

11.0 Governing Law

This agreement shall be governed by and construed under the laws of the State of Louisiana.
12.0 Entire Agreement

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

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

David R. Moore
PRESIDENT
ULM ATHLETIC FOUNDATION

Matthew Collins
ASSISTANT BASEBALL COACH
UNIVERSITY OF LOUISIANA AT MONROE

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

Dr. Jim Henderson
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM