Item H.1.  Grambling State University’s request for approval of a contract with Mr. Freddie Murray, Head Women’s Basketball Coach, effective April 1, 2017.

EXECUTIVE SUMMARY

Under the proposed two-year agreement, effective through May 1, 2019, Coach’s annual salary is $120,000.

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract. In the event Coach terminates the contract without cause, Coach would be liable to the University for liquidated damages of 50 percent of the amount of base salary for the contract year.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University’s request for approval of a contract with Mr. Freddie Murray, Head Women’s Basketball Coach, effective April 1, 2017.
MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM

SUBJECT: REQUEST FOR APPROVAL OF AN EMPLOYMENT CONTRACT FOR HEAD WOMEN’S BASKETBALL COACH

Grambling State University hereby requests approval of an employment contract for Mr. Freddie Murray as Head Women’s Basketball Coach, effective April 1, 2017, at an annual salary of $120,000.

Your favorable consideration of this request is appreciated.

Sincerely,

Richard J. Gallot, Jr., Ph.D.
President

RJG:jj

Attachment
GRAMBLING STATE UNIVERSITY
Contract of Employment
Head Women's Basketball Coach

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 23rd day of March 2017, between Grambling State University (hereafter referred to as "GSU") and through its President, Richard J. Gallot Jr., JD and Freddie Murray (hereafter 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 Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.1 The term of this agreement is for a fixed period of twenty four months, commencing on the 1st day of April, 2017 and terminating without further notice to COACH on the 1st day of May 2019, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from Grambling State 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, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary rate of $120,000 per year for the term of this agreement, payable on a monthly basis.

3.2 The University does not guarantee amounts due under this contract beyond the current fiscal year. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.

4.0 Contracts for Broadcast and/or Telecast

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

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

   a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/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/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 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 which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.

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

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

5.0 Camps and Clinics

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

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to 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, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

1.0 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.

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

d) The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the Director of Athletics.

1.0 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps.

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 which arise out of COACH's gross negligence or willful misconduct 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 Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Employee Benefits
6.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

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

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

8.0 Apparel, Equipment Endorsements
8.1 The University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.
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. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

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

10.0 Basketball Staff

10.1 COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games and related activities, as long as such schedules are approved by the Athletic Director and comply with all University policies and procedures.

11.0 Termination

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

11.2 In the event the University terminates the contract, without cause, the COACH shall be entitled to the base salary that he/she would have earned for the remainder of the current fiscal year of the contract.

11.3 In the event COACH terminates the Contract without cause to become a women’s basketball coach, then, COACH would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the contract year. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.

11.4 COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH’s unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the
reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.

11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months’ notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days’ notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

Freddie Murray  
Head Women’s Basketball Coach  
Grambling State University

Richard J. Gallot, Jr., JD  
President  
Grambling State University

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 20th day of April, 2017.

Dr. James Henderson  
President  
University of Louisiana System (ULS)

Mr. Alejandro Perkins  
Chair  
ULS Board of Supervisors
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 20, 2017

Item H.2. Northwestern State University’s request for approval of a contract with Mr. Brad Laird, Associate Head Men’s Football Coach, effective February 27, 2017.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 28, 2019, the Coach’s salary for each year is $90,000, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach supplemental incentive compensation as follows for promotional activities for the Foundation:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of $1,000.
- Coach will also have use of a vehicle provided by an automobile dealership as arranged by the Foundation. If a vehicle is not available, a car stipend of $417 will be provided.
- Coach will receive annual $2,500 stipend for participating in pre-game and post-game radio interviews.
- Coach will receive $1,000 for promotional appearances in the event he wins the regular season conference championship or if his team is selected to play in the NCAA Football Championship Subdivision (FCS) playoffs.
- Coach will receive additional payments for marketing, promotional, and fundraising opportunities that result from the advancement of the football team in NCAA postseason competition as follows:
  - Coach will receive $1,000 for each game his NSU team wins in the opening or first round in the FCS playoffs;
  - Coach will receive $2,500 should his team win in the FCS playoff quarter-finals;
  - Coach will receive $5,000 should his team win in the FCS playoff semi-finals; and
  - Coach will receive $7,500 should his team win the FCS national 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 after February 27, 2017 but before February 28, 2018 - $90,000;
- If after February 28, 2018 but before February 28, 2019 - $60,000.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

*NOW, THEREFORE, BE IT RESOLVED,* that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Brad Laird, Associate Head Men's Football Coach, effective February 27, 2017.
March 29, 2017

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

Re: Associate Head Football Coach Contract - Brad Laird

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for Associate Head Football Coach - Brad Laird to be placed on the agenda for the April 2017 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Chris Maggio  
Acting President

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for BRAD LAIRD

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 27th day of April, 2017, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, Interim President; the Demons Unlimited Foundation (hereinafter "Foundation"); and Brad Laird, Associate Head Football Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

WITNESSETH:

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

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

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

1.1. Coach shall be responsible, and shall report, directly to Northwestern State University’s Head Football 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 February 27, 2017 to February 28, 2019, subject to approval of the University of Louisiana Board of Supervisors.

3. **UNIVERSITY SALARY**

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

**First Year of Contract**

Ninety-Thousand ($90,000) Dollars payable in 26 equal installments:

**Second Year of Contract**

Ninety-Thousand ($90,000) Dollars payable in 26 equal installments:

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

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

5.1 Coach Laird 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 football operating budget, or a combination of the three, at his discretion.

   b. Camps operated through the university camp budget will not be subject to facility fees.
c. Conducting camps and clinics is considered a part of Coach Laird's job description related to promoting the University and the athletic department; thus, Coach Laird will not be required to take leave while conducting camps run through the University camp budget.

5.2 Private Camps

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

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if use of the vehicle is not available, coach will receive a $417 per month car stipend.

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

- COACH will receive $1,000 for promotional appearances in the event NSU wins the regular season conference championship or if NSU is selected to play in the NCAA Football Championship Subdivision (FCS) playoffs.
• COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the football team in NCAA postseason competition as follows:
  o Coach will receive $1,000 for each game NSU wins in the opening, or first round of the FCS playoffs;
  o Coach will receive $2,500 should his team win in the FCS playoff quarter-finals;
  o COACH will receive $5,000 should his team win in the FCS semi-finals;
  o COACH will receive $7,500 should his team win the FCS national 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 a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
9. **TERMINATION**

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

- If after February 27, 2017 but before February 28, 2018 - $90,000
- If after February 28, 2018 but before February 28, 2019 - $60,000.

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

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

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

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

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

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

10. 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. AMENDMENT 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.

14. 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:

Amy Hall

Drew Moore

Donna Johnson

Pam Cook

NORTHWESTERN STATE UNIVERSITY

BY

BRAD LAIRD, Associate Head Football 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

EXECUTIVE SUMMARY

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

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a contract with Ms. Ayla Guzzardo, Head Women’s Basketball Coach, effective May 3, 2017.
March 30, 2017

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

Re: Athletics Head Coach Contract

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following head athletics coach contract be placed on the agenda for the April 2017 meeting of the Board of Supervisors.

Head Women’s Basketball Coach – Ayla Guzzardo

Sincerely,

John L. Crain
President

Attachment
CONTRACT OF EMPLOYMENT
HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

This agreement is made and entered into on this 3rd day of May, 2017 between Southeastern Louisiana University through its President, Dr. John Crain and Ayla Guzzardo (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

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

1.6 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 3rd day of May, 2017 and terminating without further notice to COACH on the 30th day of April, 2019 unless extended under the terms of this agreement.

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

3.0 Compensation

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

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

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

4.0 Incentive Compensation

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

The potential earned salary supplements are:

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

(a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.

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

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

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

1) Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
2) Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

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

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

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

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

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

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

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

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

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

9.0 Apparel, Equipment Endorsements

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

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

10.0 Compliance with NCAA, Conference and University Rules

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

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

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

11.0 Coaching Staff

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

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

12.0 Termination

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

(a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.

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

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

- Termination during first contract year: $90,000.
- Termination during second contract year: $80,000.

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 WOMEN’S BASKETBALL program. Such a termination can be based on considerations of budgetary
restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. In such case, neither the UNIVERSITY nor the employee will be liable for any buyouts.

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

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

13.0 Fundraising

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

[Signatures]

PRESIDENT - Dr. John Crain
Southeastern Louisiana University

DIRECTOR OF ATHLETICS

HEAD WOMEN'S BASKETBALL COACH

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: [Signature] Admin Initial: [Signature]
AGREEMENT
HEAD WOMEN'S BASKETBALL COACH

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

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

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

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

PRESIDENT - Dr. John Crain  Date
Southeastern Louisiana University

Jay Artigues  3/28/17  Date
ATHLETICS DIRECTOR

Ayla Guzzardo  3/28/17  Date
HEAD WOMEN'S BASKETBALL COACH

Carmen DeBre  3/28/17  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
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 20, 2017

Item H.4. University of Louisiana at Lafayette’s request for approval of a contract with Dr. Bryan Maggard, Athletic Director, effective March 1, 2017.

EXECUTIVE SUMMARY

Under the proposed three-year agreement effective through February 29, 2020, the Director’s salary for each year is $295,000 payable in equal monthly installment. In addition, the contract provides that the Director can receive annual merit raises as would any other University unclassified employee. The University of Louisiana at Lafayette Foundation will pay the following:

- Director shall be provided with the use of a vehicle provided by an automobile dealership or a car allowance in the amount of $6,000 per year payable in monthly installments of $500.
- Director shall be provided a membership to Oakbourne Country Club.
- Director shall be reimbursed for all reasonable relocation costs incurred, which shall include the reasonable cost of temporary housing, for up to six months, but in no event shall said reimbursement of these costs exceed 10% of Director’s base salary.
- Director shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences:
  - $2,500 - If the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate (APR).
  - $2,500 - If the Graduation Success Rate for student athletes meets or exceeds eighty-five percent (85%).
  - $2,500 - If at least 50% of student-athletes achieve an overall GPA of 3.1 or better. Overall GPA shall be determined annually over the academic year, and shall include only the Fall and Spring semesters.
  - $2,500 - If the paid attendance for both football and men’s basketball home games increases by 10% or more over the previous season’s attendance.
  - $2,500 - If the paid season tickets for football and men’s basketball increases by 10% or more over the previous season’s paid season tickets.
  - $2,500 - In recognition of Director’s fundraising efforts on behalf of the University and its Athletic Department, Director shall be paid a stipend of $2,500 if the Athletic Department raises $12,000,000 or more by the end of Fiscal Year 2018. The goal will be increased to $13,200,000 for Fiscal Year 2019, and increased an additional ten percent for each subsequent fiscal year.
Executive Summary
April 20, 2017
Page Two

- Director shall receive the following compensation for performance in the conference all-sports championship and the NACDA Directors’ Cup Sponsorship in addition to the salary and other benefits specified herein:

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<tr>
<td>Conference All-Sports Championship</td>
<td>$5,000</td>
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<tr>
<td>NACDA Directors’ Cup (top 100 finish)</td>
<td>$2,500</td>
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In the event Director is terminated without cause, he shall only be entitled to receive an amount equal to the base salary for a period of one year or until the employment term expires, whichever is earlier. University will only be liable for any salary under this clause for the remainder of the then-current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of Louisiana at Lafayette Foundation.

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 Lafayette's request for approval of a contract with Dr. Bryan Maggard, Athletic Director, effective March 1, 2017.
March 30, 2017

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

Dear Dr. Henderson:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Dr. Bryan Maggard, Director of Athletics.

Please place this item on the agenda for the April 2017 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

E. Joseph Savoie  
President

svc

Attachment
CONTRACT OF EMPLOYMENT
DIRECTOR OF ATHLETICS

STATE OF LOUISIANA
PARISH OF LAFAYETTE

THIS AGREEMENT made and entered into this 1st day of March, 2017, by and between the UNIVERSITY OF LOUISIANA BOARD OF SUPERVISORS ("Board") by and through UNIVERSITY OF LOUISIANA AT LAFAYETTE, a non-profit government-affiliated educational institution ("University"), herein represented by Dr. E. Joseph Savoie, the duly authorized University President, and Bryan Maggard ("Maggard"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for 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, University desires to utilize the services of Maggard as Director of Athletics under the terms and conditions as set forth herein; and

WHEREAS, Maggard desires to provide his services as Director of Athletics of University's athletics program under the terms and conditions as set forth herein.

NOW, THEREFORE in consideration of the provisions made herein which inure to the mutual benefit of the parties and for other good and valuable consideration, the parties agree as follows:

1. **Employment.** Subject to the conditions stated in the provisions of this Agreement, University hereby employs Maggard as Director of its athletics program, and Maggard hereby agrees to and does accept the terms and conditions for said employment described herein.

2. **Term.** This Agreement shall be effective as of March 1, 2017 and shall continue in effect for a term of three (3) years, expiring on February 29, 2020, subject to the terms of this Agreement. If at the end of the first year of the term Maggard receives a favorable evaluation from University, which favorability shall be determined by the sole discretion of the President of the University, then the term of this Agreement shall be automatically extended for one (1) additional year, expiring on February 28, 2021. This Agreement shall automatically expire if Maggard dies or, if in conformance with applicable law, he is determined to be unable to perform his essential duties as described herein. This Agreement is renewable solely at the option of University and subject to approval by Board; provided, however, that if University continues to accept Maggard's services as Director of Athletics after expiration of the aforesaid term without execution of a new agreement or an amendment to extend the term of this Agreement, then Maggard's employment as Director of Athletics shall be on a month-to-month employment-at-will basis.

3. **Duties.** Maggard shall faithfully and conscientiously perform the duties of Director of University's Athletic Program, which are expressly assigned and/or inherent in the position of Director of Athletics. Maggard shall report to University's President and shall be
responsible for directing, managing, and supervising all personnel in the Athletic Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with Maggard.

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

a. Maggard shall devote such time and attention to the duties of Director of Athletics as are required to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University’s interest.

b. Maggard shall have the duty and responsibility to provide leadership, supervision, and promotion of University’s athletic programs. As directed by the President, Maggard shall have the duty and responsibility to develop, direct, implement and maintain a fundraising program with private donors, corporate sponsors, and others for the benefit of the Athletics Department.

c. Maggard shall have the duty and responsibility to be 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. Maggard 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 Maggard has knowledge of, or has reasonable cause to believe, that violations of University policies, laws, or governing athletic rules have taken place, Maggard 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.

d. Maggard shall have the duty and responsibility to work 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 Maggard.

e. Maggard shall have the duty and responsibility to use his best efforts to ensure the financial and fiscal health and wellbeing of the Athletics Department, including the duty to direct all intercollegiate athletic activities, including but not limited to: management and supervision of staff, budget preparation and control, and other resources. Maggard shall make no financial commitments beyond those authorized in the annual budgets for which he is responsible. Maggard shall make no contractual commitments without prior written authorization of the President or his designee.

f. Maggard shall have the duty and responsibility to use his best effort to ensure that student-athletes conduct themselves in a manner that will reflect a positive image for
University at all times during their tenure as participants in University's athletic programs.

g. Maggard shall have the duty and responsibility to provide leadership for public relations programs and develop campus and community support for the program.

h. Maggard shall have the duty and responsibility to choose teams and schedule intercollegiate athletic games and direct means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party.

i. Maggard shall have the duty and responsibility to use best efforts to achieve the goals as set out in the Strategic Plan developed in consultation with the President.

j. Maggard shall have the duty and responsibility to maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.

k. Maggard shall have the duty and responsibility to provide an environment for admissions, financial aid, academic eligibility, and recruiting to be conducted properly. Maggard 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.

l. Maggard shall have the duty and responsibility to promote University's commitment to equal opportunity and affirmative action in personnel actions.

m. Maggard shall have the duty and responsibility to require and to use his 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. § 1681 et seq., the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and all state and federal non-discrimination laws. Maggard shall have the duty and responsibility to staff the programs with individuals who strengthen the intercollegiate athletic programs within University's educational and ethical mission and standards.

n. Maggard shall have the duty and responsibility to be available for and participate in public services duties on behalf of University, including fundraising and academic promotions and to conduct himself in a manner that is consistent with the professional standards expected of the Director of Athletics of an intercollegiate athletics program.

o. Maggard shall have the duty and responsibility to adhere to and carry out other directives and responsibilities as may be given by the President from time to time.

4. **Salary.** In consideration for the services of Maggard and satisfactory performance of the conditions of this Agreement, University agrees to pay Maggard a total base salary of TWO HUNDRED AND NINETY-FIVE THOUSAND DOLLARS ($295,000.00) payable in equal monthly installments. Maggard shall receive all applicable State of Louisiana authorized
general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if these presents are specifically amended to incorporate same. Compensation shall be paid on a monthly basis on the last day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes.

5. **General Benefits.** Maggard shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

6. **Automobile Allowance.** Maggard shall be provided either the use of a vehicle by an automobile dealership or a car allowance in the amount of Six Thousand and No/100 ($6,000) Dollars per year, paid in equal monthly installments of Five Hundred Dollars. Funds for these automobile benefits shall be provided to University from the University of Louisiana at Lafayette Foundation, and, as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

7. **Travel Expenses.** The University shall reimburse Maggard for all reasonable travel expenses incurred by him, and when appropriate, his spouse, in performing his duties under this Agreement. Funds for reimbursement of travel expenses shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

8. **Cell Phone Allowance.** Maggard shall be provided a cell phone allowance of $80.00 per month. Funds for the cell phone allowance shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

9. **Oakbourne Membership.** During his employment as the Director of University’s Athletics Department, Athletic Director shall be provided a membership to Oakbourne Country Club. This membership and all monthly, or other internal dues and assessments of any kind will be provided by the University of Louisiana at Lafayette Foundation. All personal expense charges, such as meals, will be the responsibility of Maggard.

10. **Relocation Costs.** Maggard shall be reimbursed for all reasonable relocation costs incurred, which shall include the reasonable cost of temporary housing, for up to six (6) months (“Relocation Costs”), but in no event shall said reimbursement of Relocation Costs exceed 10% of Maggard’s base salary. Funds for reimbursement of Relocation Costs shall be provided to the University from the University of Louisiana at Lafayette Foundation, and as such, shall not be considered as earnable compensation for the purpose of computation of retirement benefits.

11. **Supplemental Compensation.** During his employment as Director of University’s Athletics Department, Maggard shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to certain events or occurrences. The supplemental compensation shall be subject to the standard federal and state
withholdings and shall be paid from University of Louisiana at Lafayette Foundation unrestricted athletic funds. During the term of this agreement and unless Maggard has been suspended or terminated, Maggard shall be entitled to supplemental compensation for the following events or occurrences each academic year:

a. $2,500.00: If the average of all teams meets or exceeds a 960 for the NCAA Academic Progress Rate (APR).

b. $2,500.00: If the Graduation Success Rate for student athletes meets or exceeds eighty-five percent (85%).

c. $2,500.00: If at least 50% of student-athletes achieve an overall GPA of 3.1 or better. Overall GPA shall be determined annually over the academic year, and shall include only the Fall and Spring semesters.

d. $2,500.00: If the paid attendance for both football and men’s basketball home games increases by 10% or more over the previous season’s attendance.

e. $2,500.00: If the paid season tickets for football and men’s basketball increases by 10% or more over the previous season’s paid season tickets.

f. $2,500.00: In recognition of Maggard’s fundraising efforts on behalf of the University and its Athletic Department, Maggard shall be paid a stipend of $2,500.00 if the Athletic Department raises $12,000,000.00 or more by the end of fiscal year 18. The goal will be increased to $13,200,000.00 for fiscal year 19, and increased an additional ten percent (10%) for each subsequent fiscal year.

12. Conference All-Sports Directors’ Cup Championship and NACDA Directors’ Cup. Maggard shall receive the following compensation for performance in the conference all-sports championship and the NACDA Directors’ Cup Sponsorship in addition to the salary and other benefits specified herein:

<table>
<thead>
<tr>
<th>Championship</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference All-Sports Championship</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>NACDA Directors’ Cup (top 100 finish)</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

The compensation set forth herein shall be paid within thirty (30) days after Maggard qualifies to receive such compensation.

Conference All-Sports Championship and NACDA Directors’ Cup compensation shall be paid by the University of Louisiana at Lafayette Foundation.

13. Compliance with Law, Policy, and Regulations. Maggard agrees to provide his services consistent with the terms and conditions of this Agreement, the laws of the United States of America and any applicable state law, the policies, guidelines, and requirements of University and its governing board, the constitution, bylaws and rules and regulations of the NCAA, and of any conference with which University may be affiliated. In addition to the aforesaid, Maggard agrees to perform his services under this Agreement diligently and faithfully. Further, Maggard shall not violate the criminal codes of the State of Louisiana or
the United States of America. Maggard's failure to comply with this Paragraph 11 may result in disciplinary action up to and including termination of this Agreement.

14. **Endorsement/Personal Gain.** Maggard agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services and/or in no way use his employee standing as Director of Athletics for personal benefit or gain without prior written approval from University consistent with Board and University policies. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.), or receiving a fee based upon any contracts and purchase of goods and services for the Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause. Maggard agrees that he shall not personally, or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Agreement without first having obtained consent from the President.

15. **Financial Disclosures.** All outside income and benefits earned by Maggard for services performed for outside groups must be approved by University consistent with Board and University outside employment and conflict of interest policies and any other applicable laws, policies, guidelines, and regulations.

16. **Evaluation.** The President shall evaluate Maggard annually prior to March 1 of each year. In the event that Maggard meets all annual performance targets, as determined in the sole discretion of the President, this Agreement may be extended for an additional year for each year that Maggard meets said performance targets, only with the consent of Maggard.

17. **Termination without Cause.**

   a. University may terminate this Agreement in the sole and absolute discretion of the President. Prior to the termination of Maggard, University will obtain approval from the President of the University of Louisiana System. In the event Maggard is terminated without cause, Maggard shall only be entitled to receive an amount equal to the salary described in Paragraph 4 for a period of one (1) year or until the employment term expires, whichever is earlier. University will only be liable for any salary under this clause for the remainder of the then-current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of Louisiana at Lafayette Foundation. Upon such termination, University will have no other obligation to Maggard whatsoever.

   b. In the event of termination without cause, Maggard agrees to actively seek other employment commensurate with his education and experience. In the event Maggard secures other employment, subject to the dual employment laws of Louisiana, then University shall be required under subsection (a) above to pay Maggard the deficit, if any, between the salary described in Paragraph 4 and the salary received by Maggard in his new employment so that for the period described in (a) above, Maggard's salary will remain the same. As a condition of receiving any amounts under this Paragraph, Maggard shall provide a monthly compensation report to University on
the first of each month detailing all compensation received and all efforts undertaken to secure employment during the previous month.

18. **Termination for Just Cause.** University has the right to terminate this Agreement for “just cause.” In addition to failure to comply with this Agreement, grounds for termination under this Section also includes, but is not limited to:

   a. Deliberate or persistent failure to perform duties and responsibilities.

   b. Refusal to perform assigned duties to best of ability.

   c. Failure to comply with lawful directive from President or other insubordination.

   d. Serious or intentional violation of any applicable law, rule, regulation, policy or guideline that, in sole judgment of the President, reflects adversely upon University or condoning violation of the same.

   e. Serious or intentional violation, of which Maggard has knowledge, by any coach or employee under Maggard’s supervision of any applicable law, rule, regulation, policy or guideline that, in sole judgment of President, reflects adversely upon University.

   f. Prolonged absence from University without University’s consent.

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

   h. Conduct in violation of any federal or state criminal statute.

   i. Conflict of interest or any conduct that is grounds for termination under University or Board policies or guidelines.

   j. Failure to administer the 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.

In the event of a termination under this Section, Maggard shall not be entitled to receive any compensation or any other amount from University beyond the termination date.

19. **Non-Discrimination.** Maggard shall not discriminate against any individual, including but not limited to, employment of coaches and other staff, and the recruitment of players because of race, color, gender, age, religion, national origin, citizenship, disability, sexual orientation, genetic information, retirement, or veteran status and shall comply with all federal and state regulations and University policies, and shall require and encourage his staff to participate in training programs offered by University. Furthermore, Maggard shall be responsible for and shall require his staff to comply with all personnel policies and guidelines, including but not limited to, those dealing with prohibited discrimination, harassment, and retaliation.
20. Compliance with NCAA, Conference, and University Rules. Maggard shall abide by the rules and regulations of the NCAA, Conference, and University. If found in violation of NCAA regulations, Maggard shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 19). Maggard may be suspended for a period of time, without pay, or the employment of Maggard may be terminated if Maggard is found to be involved in major, deliberate, or serious violations of NCAA regulations which result in an official finding by the NCAA (NCAA Bylaw 19).

Maggard shall also abide by the State of Louisiana Code of Governmental Ethics, University Policy and Regulations, and the policies and regulations of 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.

21. Termination Remedies. Maggard agrees that in the event of termination of this Agreement by University for any reason, his sole and exclusive 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.

22. Miscellaneous.

   a. This Agreement shall be governed by and construed under the laws of the State of Louisiana. Any and all claims against the State of Louisiana, including University or its employees, based upon this Agreement, shall be heard and determined in the manner prescribed by law.

   b. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

   c. Maggard agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)

   d. University may cancel this Agreement at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing 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.

   e. Maggard shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

   f. The parties agree and understand that the terms of this Agreement are subject to its recommendation by the President and contingent upon approval of Board.
g. This Agreement supersedes all other agreements between the parties and contains all the terms between the parties and may be amended only in writing, signed and agreed to by both parties, and approved by Board.

h. No delay or failure to enforce any provision of this Agreement by University shall constitute a waiver or limitation of rights enforceable under this Agreement.

i. 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.

j. Maggard acknowledges that he has read and understands the foregoing provisions of this Agreement, that he has been afforded and has exercised the opportunity to consult with personal legal counsel that the provisions are reasonable and enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, Maggard and the duly authorized representative of University have caused this Agreement to be executed on the dates indicated.

University of Louisiana at Lafayette

Dr. E. Joseph Savoie, President

3/30/17

Date

Bryan Maggard

3/20/17

Date

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
STATE OF LOUISIANA
PARISH OF LAFAYETTE

BETWEEN:
UNIVERSITY OF LOUISIANA AT LAFAYETTE,
UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION, AND BRYAN MAGGARD

AGREEMENT
DIRECTOR OF ATHLETICS

This is an agreement between University of Louisiana at Lafayette, the University of Louisiana at Lafayette Foundation, and Bryan Maggard.

The University of Louisiana at Lafayette Foundation desires to assist and aid University of Louisiana at Lafayette in the employment of Bryan Maggard for the position of Director of Athletics. To that end, the University of Louisiana at Lafayette Foundation agrees to bind itself to pay any sums which may be due upon the termination of Bryan Maggard pursuant to paragraph 17 of the employment agreement.

The University of Louisiana at Lafayette Foundation acknowledges that it has agreed to pay or supplement the salary of Bryan Maggard pursuant to paragraphs 6-12 of the employment agreement between University of Louisiana at Lafayette and the Director of Athletics. All sums shall be paid from unrestricted athletic funds.

The University of Louisiana at Lafayette Foundation and Bryan Maggard hereby acknowledge that they have been provided a copy of this Agreement and the employment agreement and all agree to be bound by the terms of each agreement.

Entered into this 30th day of March, 2017.

University of Louisiana at Lafayette
By: Dr. E. Joseph Savoie, President

Bryan Maggard

3/30/17

Date

University of Louisiana at Lafayette Foundation
By: Julie Bolton Falgout, President/CEO

3/25/17

Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ___ day of ____________________, 2017.

Secretary of the Board of Supervisors for the University of Louisiana System
Item H.5. University of Louisiana at Monroe’s request for approval of a contractual amendment with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective March 1, 2017.

EXECUTIVE SUMMARY

The proposed amendment allows Coach to receive a courtesy/leased vehicle through a dealership. If one is not made available through the dealership, Coach may receive a monthly vehicle allowance not to exceed $300.

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 contractual amendment with Mr. Mike Collins, Defensive Coordinator/Assistant Head Football Coach, effective March 1, 2017.
March 27, 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 amendment to the contract for Mr. Mike Collins, Assistant Head Football Coach/Defensive Coordinator, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,

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

This is a second amendment (herein referred to as “amendment”) to the agreement made between University of Louisiana at Monroe, through its President (hereafter referred to as the “UNIVERSITY”), and Mike Collins (hereinafter referred to as “COACH”), that was approved by the Board of Supervisors of the University of Louisiana System, the management board for the UNIVERSITY (hereinafter referred to as “BOARD”) on February 23, 2016 (as further amended and approved by the BOARD on December 8, 2016) (herein referred to as “original agreement”). This amendment is subject to the approval of the BOARD and therefore the terms and conditions set forth in this second amendment should not be considered a valid contract until approval is provided by the Board.

This amendment is to add the following to the original agreement effective as of March 1, 2017:

5.2 (c) COACH may receive a courtesy/leased vehicle if 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 the vehicle to COACH. The arrangements for a vehicle will be made by the Director of Athletics. Should a courtesy/leased vehicle arrangement not be made through a local dealership, COACH may receive a monthly vehicle allowance not to exceed $300.00. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

\[Signature\]
Nick J. Bruno, Ph.D.
President
University of Louisiana at Monroe

\[Signature\]
Mike Collins
Assistant Head Football Coach / Defensive Coordinator

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of __________________, 2017.

SECRETARY OF THE BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
Board of Supervisors for the University of Louisiana System

Athletic Committee

April 20, 2017

Item H.6. University of Louisiana at Monroe’s request for approval of a contractual amendment with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective March 1, 2017.

Executive Summary

The proposed amendment allows Coach to receive a courtesy/leased vehicle through a dealership. If one is not made available through the dealership, Coach may receive a monthly vehicle allowance not to exceed $300.

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 contractual amendment with Mr. Matt Kubik, Offensive Coordinator/Assistant Head Football Coach, effective March 1, 2017.
March 27, 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 amendment to the contract for Mr. Matt Kubik, Assistant Head Football Coach/Offensive Coordinator, at the University of Louisiana at Monroe.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.
President
SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT
ASSISTANT HEAD FOOTBALL COACH / OFFENSIVE COORDINATOR

This is a second amendment (herein referred to as “amendment”) to the agreement made between University of Louisiana at Monroe, through its President (hereafter referred to as the “UNIVERSITY”), and Matt Kubik (hereinafter referred to as “COACH”), that was approved by the Board of Supervisors of the University of Louisiana System, the management board for the UNIVERSITY (hereinafter referred to as “BOARD”) on February 23, 2016 (as further amended and approved by the BOARD on December 8, 2016) (herein referred to as “original agreement”). This amendment is subject to the approval of the BOARD and therefore the terms and conditions set forth in this second amendment should not be considered a valid contract until approval is provided by the Board.

This amendment is to add the following to the original agreement effective as of March 1, 2017:

5.2 (c) COACH may receive a courtesy/leased vehicle if 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 the vehicle to COACH. The arrangements for a vehicle will be made by the Director of Athletics. Should a courtesy/leased vehicle arrangement not be made through a local dealership, COACH may receive a monthly vehicle allowance not to exceed $300.00. The UNIVERSITY will disperse the allowance to COACH using normal UNIVERSITY payroll procedures.

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

Matt Kubik
Assistant Head Football Coach / Offensive Coordinator

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of ______________, 2017.

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

ATHLETIC COMMITTEE

April 20, 2017

Item H.7. University of Louisiana at Monroe’s request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe has submitted a revision to its current policy, last revised in April of 2016. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus. The Athletic Director must approve the issuance of complimentary tickets for employees who have 20 or more years of service, and the President’s Executive Council may receive complimentary tickets.

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

Please refer to the attached summary describing the ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval of a revised Athletic Home Game Complimentary Ticket Policy.
March 16, 2017

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

RE: University of Louisiana at Monroe (ULM)
Request to Approve Athletic Home Game Complimentary Ticket Policy
April 20, 2017 ULS Board Meeting

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval for its Athletic Home Game Complimentary Ticket Policy. Please include ULM’s request for approval on the April 20, 2017 Board meeting agenda.

Thank you for your consideration of this request.

Sincerely,

[Signature]
Nick J. Bruno, Ph.D.
President
I. Policy Statement

The University of Louisiana at Monroe strives to comply with all NCAA, Conference, State of Louisiana, University of Louisiana System, and internal University regulations as related to all matters pertaining access to athletic home games and associated complimentary tickets. The Athletic Home Game Complimentary Ticket Policy defines the specific individuals eligible to receive complimentary tickets to sanctioned athletic home games. The policy also addresses the disbursement and tracking of the complimentary tickets. The attached Athletic Home Game Complimentary Ticket List references the appropriate recipients of complimentary ticket.

II. Purpose of Policy

This purpose of this policy is to ensure compliance with NCAA, Conference, State of Louisiana, University of Louisiana System, and University of Louisiana at Monroe regulations, policies, and rules. Further, this policy ensures adequate oversight and accountability addressing complimentary athletic tickets, by providing a delineated list of approved complimentary ticket recipients.

III. Applicability

This policy applies to the University Athletic Department, with specific instructions to the Athletic Department Ticket Office. Additionally, the policy applies to the parties referenced in the attached Athletic Home Game Complimentary Ticket List (Attachment #1).

IV. Definitions

Complimentary Tickets – Tickets for entrance into any of the University’s NCAA sanctioned athletic team home games provided to certain recipients, for which the recipients have no monetary obligations.
V. Policy Procedure

- Listed eligible recipients may request their respective complimentary tickets by completing the ULM Complimentary Ticket Request form (Attachment #2) and submitting the completed form to the Director of the Athletic Ticket Office.

- The Director of the Athletic Ticket Office will maintain a complete log of each of the complimentary tickets provided to the individuals, to facilitate proper reconciliation of tickets sold or otherwise issued.

- Only the parties as listed in the attached Athletic Home Game Complimentary Ticket List (Attachment #1) are eligible to receive such complimentary tickets.

VI. Enforcement

Enforcement of this policy is the responsibility of the Director of Athletics, with appropriate communications to the University President. This policy is to be approved by the University of Louisiana System Board of Trustees, prior to implementation.

VII. Policy Management

The University President is the Responsible Executive for the management of this policy. The Athletic Director shall be the Responsible Officer in charge of maintaining the policy and the Department of Athletics administers and implements the policy.

VIII. Exclusions

None.

IX. Effective Date

July 1, 2017

X. Adoption

This policy is hereby adopted on this ___ day of __________, 20___.

Nick J. Bruno, President

XI. Appendices, References and Related Materials

Attachment #1—Athletic Home Game Complimentary Ticket Lists
Attachment #2—ULM Complimentary Ticket Request

XII. Revision History

None.

Athletic Home Game Complimentary Ticket Policy
AT002.1 – March 20, 2017
ATTACHMENT TO ATHLETIC HOME GAME COMPLIMENTARY TICKET POLICY
University of Louisiana Monroe Athletic Home Game
Complimentary Ticket List
Effective July 1, 2017

Designated Eligible Recipient - # of tickets available, per recipient

- University President – Up to 12 (upon request)
- University President – Up to 20 Skybox tickets (upon request)
- Director of Athletics – Up to 12
- Faculty Athletic Representative – Up to 4
- Head Coach – Up to 8 or per contract
- Each Full-time Assistant Coach and Athletic Department Full-time Staff Member – Up to 4
- University President’s Executive Council Members (8 members as of the date above) - Up to 2 per member (upon request)
- Each Academic Dean – Up to 2 (upon request)
- Each Athletic Academic Advisory Committee Member – Up to 2 (upon request)
- Each member of the Board of Supervisors – Up to 2 (upon request)
- Each former President of the University – Up to 2 (upon request)
- Each Conference Commissioner involved in contest – Up to 2 (upon request)
- Each team physician – Up to 4 (upon request)
- Each visiting team – per contract
- Promotional tickets – Up to 2,000 for promotions, charity or public service activities
- Each student-athlete of the home team – maximum allowed by NCAA
- Each prospective student-athlete – maximum allowed by NCAA
- Each current high school coach (general admission entrance granted upon presentation of respective high school athletic association coach’s card) – maximum allowed by NCAA
- Each student-manager and trainer – Up to 2
- Each working game official – Up to 2
- Each former athletic department staff person with 20+ years of service, as confirmed by the Director of Athletics – Up to 2 upon request
ULM COMPLIMENTARY TICKET REQUEST

2017-18 _________ Season Ticket Request

Per the University of Louisiana at Monroe athletic home game complimentary ticket policy, individuals as specifically listed in the policy may request complimentary tickets for the upcoming season. Please review the University Complimentary Ticket Document for the number of allotted tickets you are entitled to receive. Please request only the number of tickets that you need.

Any additional tickets outside of your individual allotment can be purchased through the ticket office at the faculty/staff rate.

Please complete the information below and return form to the ULM ticket office.

*All complimentary ticket requests must be submitted by _____ ___, 2017 to be processed for the 2017 ______ season.

Name: 
Campus ID #: 
Address: 
City: 
Phone: 
Email: 

Number Requested: ___________________________ Title: ___________________________
Signature: ___________________________ Department: ___________________________

Please contact the ticket office at 318-342-3089 with any additional questions you may have regarding your complimentary season tickets.

If you have Lower Chair Back Seats, ULM Athletic Foundation donation is required. Please contact the ULM Athletic Foundation at 318.342.5415.