

**AGENDA**  
**ATHLETIC COMMITTEE**  
**BOARD OF SUPERVISORS FOR THE**  
**UNIVERSITY OF LOUISIANA SYSTEM**  
**\*10:30 a.m., Thursday, August 23, 2018\*\***  
**Room 100, “Louisiana Purchase Room”**  
**Claiborne Conference Center**  
**1201 North Third Street**  
**Baton Rouge, Louisiana**

**MEMBERS:**

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

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

**Board Agenda Item F.1.**

**Grambling State University’s** request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

**Board Agenda Item F.2.**

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

**Board Agenda Item F.3.**

**Northwestern State University’s** request for approval of a contract with Mr. Bobby Barbier, Head Baseball Coach, effective July 1, 2018.

**Board Agenda Item F.4.**

**Northwestern State University’s** request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2018.

**\*\* Executive Session, pursuant to R.S. 42:17, may be required.**

**Board Agenda Item F.5.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Tim Donnelly, Assistant Men's Baseball Coach, effective July 1, 2018.

**Board Agenda Item F.6.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective July 1, 2018.

**Board Agenda Item F.7.**

**Southeastern Louisiana University's** request for approval of a contract with Mr. William Narro, Head Golf Coach, effective July 2, 2018.

**Board Agenda Item F.8.**

**University of Louisiana at Monroe's** request for approval of a contract with Mr. Jacob Carlson, Assistant Baseball Coach, effective July 16, 2018.

**Board Agenda Item F.9.**

**University of New Orleans'** request for approval of a contractual amendment with Mr. Derek Morel, Athletic Director, effective July 1, 2018.

- D. Other Business
- E. Adjournment

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.1. Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.**

**EXECUTIVE SUMMARY**

Grambling State University has submitted a revision to its current policy, last revised in May of 2015. 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. Several changes are proposed, which results in the issuance of less complimentary tickets as follows:

- Football – Total decrease of 208 tickets which includes home football games and Classics
- Basketball – Total decrease of 200 tickets for home games.
- Baseball – Total decrease of 2 tickets for home games.

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 Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.***



August 2, 2018

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A REVISED  
COMPLIMENTARY ATHLETIC TICKET POLICY**

Grambling State University hereby requests approval to revise its current complimentary athletic ticket policy, last revised May 2015. 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 which has been approved by the Board. Our current Complimentary Ticket Policy includes tickets for home football games and two Classics; home basketball games; and home baseball games.

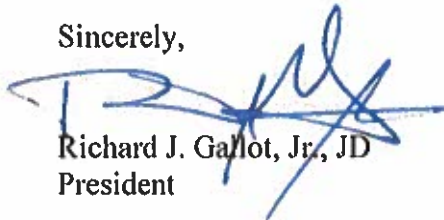
Several changes are proposed, which results in the issuance of less complimentary tickets from 2015. Substantial changes are:

- Football - Total decrease of 208 tickets which includes home football games and Classics.
- Basketball - Total decrease of 200 tickets for home games.
- Baseball - Total decrease of 2 tickets for home games.

The complimentary ticket policy represents the number of tickets available for distribution per area of consideration; however, the ultimate number of tickets issued will vary depending upon the number of persons applying for complimentary tickets.

Your favorable consideration of this request is appreciated.

Sincerely,



Richard J. Gallot, Jr., JD  
President

RJG;jj

Attachment

**Grambling State University  
Athletics Complementary Ticket Distribution  
Fiscal Year Ending June 30, 2019**

Revised Complimentary Ticket Policy July 30, 2018

Title	Football				Basketball			Baseball				
	Persons	Tickets per Person	Bayou Classic	Home Games	Number of Tickets to be issued			Persons	Tickets per Person	Baseball		
					Dallas	SWAC Away	Basketball					
<b>ADMINISTRATOR</b>												
President	1		25	15	30	25	1	10	10	1	5	5
Chief Operating Officer	1		8	8	10		1	2	2	1	2	2
Student Ombudsperson	1		4	4	8		1	2	2	1	2	2
Special Asst. to the President	1		4	4	8		1	2	2	1	2	2
Administrative Staff Officer	1		4	4	8		1	2	2	1	2	2
Administrative Assistant 5	1		4	4	8		1	2	2	1	2	2
Vice President for Finance and Administration	1		8	8	8		1	4	4	1	2	2
Vice President for Academic Affairs/Provost	1		8	8	8		1	4	4	1	2	2
Vice President for Student Affairs	1		8	8	8		1	4	4	1	2	2
Vice President for Advancement, Research & Economic Development	1		8	8	8		1	4	4	1	2	2
Assoc. Vice President/Technology	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President/Human Resources	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President for Student Affairs	1		4	4	4		1	2	2	1	2	2
Assoc. Vice President for Finance and Administration	1		4	4	4		1	2	2	1	2	2
Director of Internal Audit	1		2	2	4		1	2	2	1	2	2
Director of Alumni Affairs	1		2	2	4		1	2	2	1	2	2
Director of Facilities Management	1		2	2	4		1	2	2	1	2	2
Director of Public Relations	1		2	2	4		1	2	2	1	2	2
Controller	1		2	2	4		1	2	2	1	2	2
Marching Band Director	1		6	6	12		1	2	2	1	2	2
Former Presidents	6	2	12	12	12		6	2	12	6	2	12
Minister pronouncing Invocation	1		2	2	0		1	2	2			0
<b>ATHLETICS:</b>				0					0			0
Athletics Director-Personal	1		20	10	20	15	1	6	6	1	2	2
Sr. Woman's Administrator/Assoc. Athletic Director	1		4	4	8		1	2	2	1	2	2
Deputy Athletics Director/Business Manager	1		4	4	8		1	2	2	1	2	2
Athletic Director's Staff	3	4	12	6	12		3	2	6	3	2	6
Asst. AD of Sports Radio Network	1		0	0	0		1	0	0	1	0	0
Bayou Classic Coordinator	1	6	6	0					0			0
Bayou Classic Committee	12	2	24	0					0			0
Head Football Coach	1		30	18	24		1	2	2	1	2	2
Head Coaches of the sports involved			0				2	20	40	1	20	20
Asst. Football Coaches (**)	8	10	80	32	80		8	2	16	8	2	16
Asst. Football Coaches/Part-time	1		2	2	6				0			0
Head Strength & Conditioning Coach	1		3	3	6		1	2	2			0
Director of Football Operations/Recruiting Coordinator	1		3	3	4		1	2	2			0
Coaches in other sports	22	2	44	44	44		22	2	44	2	22	44
Assistant Coaches of the sports involved	6	2	12	12	12		6	10	60	1	10	10
Staff members of the sports involved	1		2	2	4		1	2	2	1	2	2
Director of Video & Technology	1		0	0	4		1	2	2	1	2	2
Equipment Manager	1		3	3	4		1	2	2	1	2	2
Equipment Truck Driver (Football only)	1		2	2	2				0			0
Director of Football Operations	1		0	0	6		1	2	2	1	2	2
Super Professors	2	2	4	4	4		2	2	4			0
Asst. Athletic Director for Compliance	1		4	4	8		1	2	2	1	2	2
Asst. Athletics Director for Media, Marketing and Promotions	1		4	4	8		1	2	2	1	2	2
Assistant Athletics Director for Academic Enhancement	1		4	4	8		1	2	2	1	2	2
Academic Coordinator (Athletic Department)	2	2	4	4	4		1	2	2	1	2	2
Sports Information Director	1		3	3	6		1	2	2	1	2	2

**Athletics Complementary Ticket Distribution**  
**Fiscal Year Ending June 30, 2019**

Revised Complimentary Ticket Policy July 30, 2018

Title	Football						Basketball			Baseball			
	Persons	Tickets per Person	Bayou Classic	Home Games	Number of Tickets to be Issued			Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball
					Dallas	SWAC Away							
Sports Information Staff	2	2	4	4	4		1	2	2	1	2	2	
Sports Therapist-Manager	1		0	0	4		1	2	2	1	2	2	
Sports Therapist/Trainers	1		2	2	2		2	2	4	1	2	2	
Coordinator of Ticket Operations	1		4	4	6		1	2	2	1	2	2	
Ticket Sales Staff	1		2	2	4		1	2	2	1	2	2	
Ticket Sales Agents	2	2	0		4		2	2	4			0	
Student-Athletes of the sports involved (Home)	100	2	200	400	400		15	4	60	30	4	120	
Student-Athletes of the sports involved (Away)	63	2	126	0		252	15	4	60	30	4	120	
Grad. Asst /Student Mgrs. of sports involved	6	2	12	12	12		2	2	4	2	2	4	
Graduate Assistant (Athletic Department)	4	2	8	8	8		4	2	8			0	
Team Physicians	2	2	0	0	4		2	2	4	2	2	4	
Athletic Committee Members	6	2	12	12	12		6	2	12	6	2	12	
SWAC Commissioner (*)	1		5	5	10		1	2	2	1	2	2	
Faculty Athletics Representative	1		3	3	4		1	2	2	1	2	2	
High School Recruits (*)	80	3	0	240	0		40	3	120	40	3	120	
High School Coaches Assoc.	50	2	0	100	0		40	2	80	40	2	80	
Visiting teams-amount in game contracts			0						0			0	
Former Athletic Directors	3	2	6	6	6		3	2	6	3	2	6	
<b>GOVERNMENT</b>									0			0	
UL System President	1		3	3	6		1	2	2	1	2	2	
UL System Staff (*)	3	2	6	6	6		3	2	6	3	2	6	
UL Board of Supervisors (*)	17	6	66	66	102		17	2	34	17	2	34	
State Troopers	2	2	2	2	2		0	0	0	0	0	0	
Board of Regents (*)	4	2	8	8	8		4	2	8	4	2	8	
<b>PROMOTIONAL</b>			0						0			0	
Promotional-Athletic Director			0	0	180		1	20	20	1	20	20	
Promotional-Radio Stations			0	0	70			30	0		10	0	
Promotional-Sponsorships			0		40				0			0	
Promotional-KGRM-Gambling			10	10	10				0			0	
Parade Participants-(Homecoming only)(#)	250	1	0		250								
<b>TOTAL</b>	<b>701</b>	<b>68</b>	<b>882</b>	<b>1,180</b>	<b>1,350</b>	<b>292</b>	<b>249</b>	<b>229</b>	<b>718</b>	<b>241</b>	<b>200</b>	<b>727</b>	

CompList GSU-New Titles/Positions Updated 7/30/2018  
 In cases where persons occupy more than one position, tickets will be issued at the higher limit only.

(\*) AS Requested

(#) Actual numbers may vary depending on number of students who make the Honor Roll or the size of the bands in the parade.

(\*\*) Assistant Football Coaches receive four tickets each for Dallas

(##) Actual numbers may vary depending on the size of the groups who are invited to be a part of the promotion (i.e. members of the military)

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.2.** Louisiana Tech University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

**EXECUTIVE SUMMARY**

Louisiana Tech University has submitted a revision to its current policy, last revised in May 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. Updates are as follows:

- Football – Total increase of 6 tickets to the Football Assistant Coaches' pool of complimentary tickets to reflect the addition of a tenth assistant to the staff.
- Football, Basketball, and Baseball – Adding line item for Sponsor Tickets – Include the wording "Per Contract" for sponsor use of tickets for all home Football, Basketball, and Baseball Contests.

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

Please refer to the attached summary describing the ticket list.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.*



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 27, 2018

**RECEIVED**

JUL 26 2018

**UNIVERSITY OF  
LOUISIANA SYSTEM**

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

Louisiana Tech University is requesting your approval of a revised athletic ticket policy to be effective September 1, 2018. The proposed ticket policy is attached.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

Attachment

lc



# LOUISIANA TECH UNIVERSITY

## ATHLETIC TICKET POLICY

### **Complimentary Ticket Distribution – Home Events**

#### I. Athletics Department

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

#### II. Guests of the University

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

#### III. Service Personnel

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

### **Complimentary Ticket Distribution – Road Events**

#### I. Athletics Department and University Officials

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

#### II. Athletics Department

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

#### III. Football Team

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

### **Complimentary Ticket Distribution – Post-Season**

#### I. Athletics Department and University Officials

University officials and those individuals who work for the Athletics Department, or have a direct relationship to the Athletics Department may receive complimentary tickets for post season activity.

	Football - Home	Football - Road	Basketball Home (M&W)	Baseball - Home	Post Season
<b>Athletic Department:</b>					
Athletic Director	6	6	6	6	6
Head Football Coach	12	8			8
Head Coach – Primary Sport			12	12	8
Football Assistant Coaches (10 Assistants)	60 (6 per)	40 (4 per)			40 (4 per)
Assistant Coaches - Primary Sport (each)			6	6	4
Strength Coaches (each)	4	4	4	4	4
Athletic Staff (each)	4	Per AD approval	4	4	4
Athletic Trainers (each)	4	4	4	4	4
Equipment Manager	4	4	4	4	4
Football Operations and Video	16 (4 per)	8 (2 per)	16 (4 per)	16 (4 per)	16 (4 per)
Graduate Assistants/Interns (each)	4	2 FB/Equipment/ Athletic Training	4	4	4
Student Managers/Trainers - Sport specific (each)	2	--	2	2	2
Louisiana Tech Student Athletes (Participating)	NCAA Rules	NCAA Rules	NCAA Rules	NCAA Rules	NCAA Rules
Visiting University	Per Contract	--	Per Contract	Per Contract	--
Visiting Participating Student Athletes	NCAA Rules	--	NCAA Rules	NCAA Rules	--
Recruits	NCAA Rules	--	NCAA Rules	NCAA Rules	--
Tech Marching Band Director	2	--	2	2	--
Courtesy Car Providers	75	--	75	75	--
Members of High School Coaches Association (LA, TX, MS, AR)	2	--	2	2	--
Official Guests of Athletic Department	125	12	75	25	
Athletic Development	75		50	50	20
Charitable Organizations	100				
Sponsors	Per Contract		Per Contract	Per Contract	
<b>University Officials:</b>					
President of the University	28	6	16	2	
Members, Board of Supervisors (upon request)	2	--	2	2	--
Members, Board of Regents (upon request)	2	--	2	2	--
Each Vice President (upon request)	6	--	6	6	--
Former Tech President (upon request)	6	--	4	4	--
Athletic Council	2	--	2	2	--
<b>Service Personnel:</b>					
Team Physician	Per Contract		Per Contract	Per Contract	
Employees required to work event	2	--	2	2	--
Police working event	24	--	24	24	--
Chain Gang	14	--	--	--	--
Custodial Crew	24	--	24	24	--
Officials	18	--	6	6	--

**Promotional Tickets:** Up to 5% of the facility or event capacity to be determined by the Athletic Director. Each program will be identified and an accounting will be maintained.

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

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.3.**     **Northwestern State University's** request for approval of a contract with Mr. Bobby Barbier, Head Baseball Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed four-year agreement, effective through June 30, 2022, the Coach's salary for each year is \$81,200, payable in 26 equal installments. During the time of employment as head coach, Coach will also have the opportunity to earn salary supplements as a result of promotional activities for the Demons Unlimited Foundation. The potential supplements/incentives are as follows:

- Coach will receive a housing stipend of \$2,500 per month on an as funds available basis.
- Coach will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and, if use of the vehicle is discontinued, housing stipend will be increased by \$500 per month.
- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- Coach will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Regionals competition.
- Coach will receive additional payments for marketing, promotional, and fundraising opportunities that result from the advancement of the baseball team in NCAA postseason competition as follows:
  - Coach will receive \$7,500 if his NSU team advances to an NCAA Super Regional;
  - Coach will receive \$10,000 should his team advance to the College World Series;
  - Coach will receive \$15,000 should his team win the NCAA national championship.

- Coach shall receive \$1,500 for promotional and/or appearances should he be selected as “Southland Conference or Louisiana Coach of the Year.”
- Coach is also eligible to receive a \$1,000 marketing incentive payment for academic success as defined by University Athletic Department policy.

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

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

- If after June 30, 2018 but before June 30, 2019--\$25,000
- If after June 30, 2019 but before June 30, 2020--\$15,000
- If after June 30, 2020 but before June 30, 2021--\$15,000
- If after June 30, 2021 but before June 30, 2022--\$10,000

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. Bobby Barbier, Head Baseball Coach, effective July 1, 2018.*



F 3

July 30, 2018

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

**Re: Head Baseball Coach Contract Extension - Bobby Barbier**

**Dear Dr. Henderson:**

**Northwestern State University is submitting the attached contract extension for *Head Baseball Coach - Bobby Barbier* to be placed on the agenda for the August 2018 Board meeting.**

**Thank you for your consideration of this request.**

**Sincerely,**

**Dr. Chris Maggio**  
**President**

**Attachment**

**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for BOBBY BARBIER**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 23<sup>rd</sup> day of August, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Bobby Barbier, Head Baseball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

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

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

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

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period July 1, 2018 to June 30, 2022, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**3. UNIVERSITY SALARY**

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

First Year of Contract

Eighty-one Thousand, Two-Hundred (\$81,200) Dollars payable in 26 equal installments:

Second Year of Contract

Eighty-one Thousand, Two-Hundred (\$81,200) Dollars payable in 26 equal installments:

Third Year of Contract

Eighty-one Thousand, Two-Hundred (\$81,200) Dollars payable in 26 equal installments:

Fourth Year of Contract

Eighty-one Thousand, Two-Hundred (\$81,200) 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 Barbier may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Barbier's university camp budget. After all expenses are met, Coach Barbier 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 baseball 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 Barbier's job description related to promoting the University and the athletic department; thus, Coach Barbier will not be required to take leave while conducting camps run through the University camp budget.



- d. Coach Barbier's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

#### 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

## 6. FOUNDATION SERVICES

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

- COACH will receive a living stipend of \$2,500 per month on an as funds available basis, retroactive to the date reflected in Section 2 (Term) of this contract.
- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if such vehicle is not secured for coach, a living stipend of \$500 per month will be provided.
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000.
- COACH will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in NCAA Regionals competition.
- COACH will receive additional payments for marketing, promotional and fundraising opportunities that result from the advancement of the baseball team in NCAA postseason competition as follows. All additional payments are cumulative:
  - Coach will receive \$7,500 if his team advances to an NCAA Super Regional;
  - Coach will receive \$10,000 should his team advance to the College World Series;
  - COACH will receive \$15,000 should his team win the NCAA national championship.
- COACH shall receive \$1,500 for promotional and/or appearances should he be selected as "Southland Conference *or* Louisiana Coach of the Year."
- COACH is also eligible to receive a \$1,000 marketing incentive stipend for academic success as defined by University Athletic Department policy. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1- June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

## 7. OUTSIDE INCOME

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

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

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

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

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

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 75% of the combined total of the base salary and Demons Unlimited Foundation "living stipend" 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<sup>th</sup>). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Barbier terminates the Contract without cause, Coach Barbier would be liable to the University for liquidated damages in the following manner:

- If after June 30, 2018 but before June 30, 2019 – Twenty-five Thousand (\$25,000) Dollars
- If after June 30, 2019 but before June 30, 2020 – Fifteen Thousand (\$15,000) Dollars
- If after June 30, 2020 but before June 30, 2021 – Fifteen Thousand (\$15,000) Dollars
- If after June 30, 2021 but before June 30, 2022 – Ten Thousand (\$10,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

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

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

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

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

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

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

## 10. **ASSOCIATE/ASSISTANT COACHES**

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

## 11. **UNIVERSITY FUNDRAISING**

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

12. **AMENDMENT EXTENSION**

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

13. **SEVERABILITY**


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

14. **FORCE MAJEURE**

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

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

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

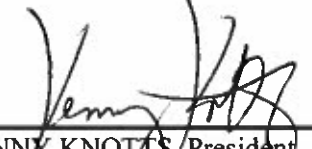
  
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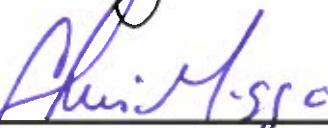
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NORTHWESTERN STATE UNIVERSITY

BY   
\_\_\_\_\_

BY   
\_\_\_\_\_

BY   
\_\_\_\_\_

BY   
\_\_\_\_\_

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.4.**      **Northwestern State University's** request for approval of a contract with Mr. Donald Pickett, Head Softball Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2021, Coach's salary is \$64,000 for each year, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach additional supplements/incentives as follows:

- A housing stipend of \$719 per month on an as funds available basis.
- \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Regionals.
- \$7,500 for marketing, promotional, and fundraising opportunities in the event the team advances to the Super Regionals.
- \$10,000 for marketing, promotional and fundraising opportunities in the event the team advances to the College World Series.
- \$20,000 for marketing, promotional, and fundraising opportunities in the event the team wins the College World Series.
- \$1,500 for promotional appearances/activities in the event he is selected as "Southland Conference or Louisiana Coach of the Year."
- Coach is also eligible to receive a \$1,000 payment in the event the team achieves "academic success" as defined by University Athletic Department policy. This payment will be for use of the coach's name and likeness in Foundation material or literature promoting the academic achievements of the team.

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).

The University and the Foundation have a joint agreement with the Coach.

**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. Donald Pickett, Head Softball Coach, effective July 1, 2018.*





**NORTHWESTERN STATE**

*Office of the President*

310 Sam Sibley Drive  
Caspari Hall - Suite 223  
Natchitoches, LA 71497  
(O) 318-357-6441  
(F) 318-357-4223

**F 4**

**July 30, 2018**

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

**Re: Head Softball Coach Contract Extension - Donald Pickett**

**Dear Dr. Henderson:**

**Northwestern State University is submitting the attached contract extension for *Head Softball Coach - Donald Pickett* to be placed on the agenda for the August 2018 Board meeting.**

**Thank you for your consideration of this request.**

**Sincerely,**

**Dr. Chris Maggio  
President**

**Attachment**

DEDICATED TO ONE GOAL. **YOURS.**<sup>™</sup>



**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for DONALD PICKETT**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

THIS AGREEMENT, made and entered into as of this 23rd day of August, 2018, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Donald Pickett, Head Softball Coach of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

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

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

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

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period July 1, 2018 to June 30, 2021, subject to approval of the University of Louisiana Board of Supervisors. In addition, this contract includes the option for an automatic rollover of an additional year through June 30, 2022, with the approval of the University. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**3. UNIVERSITY SALARY**

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

First Year of Contract

Sixty-Four Thousand Dollars (\$64,000) payable in 26 equal installments:

Second Year of Contract

Sixty-Four Thousand Dollars (\$64,000) payable in 26 equal installments:

Third Year of Contract

Sixty-Four Thousand Dollars (\$64,000) payable in 26 equal installments:

Fourth Year of Contract (if applicable)

Sixty-Four Thousand Dollars (\$64,000) 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 paragraph 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 Pickett may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Pickett's university camp budget. After all expenses are met, Coach Pickett 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 softball 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 Pickett's job description related to promoting the University and the athletic department; thus, Coach Pickett will not be required to take leave while conducting camps run through the University camp budget.

- d. Coach Pickett's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

#### 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

## 6. FOUNDATION SERVICES

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

- COACH will receive a living stipend of \$719 per month on an as funds available basis;
- COACH will receive \$2,000 for promotional appearances in the event he wins the regular season conference championship *or* if his team is selected to play in the NCAA Regionals;
- COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,000;
- COACH will receive additional payment for marketing, promotional and fundraising opportunities that result from the advance of the softball team in NCAA postseason competition as follows:
  - \$7,500 should NSU advance to an NCAA Super Regional;
  - \$10,000 should NSU advance to the College World Series;
  - \$20,000 should NSU win the NCAA national;
- COACH will receive \$1,500 for promotional appearances/activities in the event he is selected as "Southland Conference or Louisiana Coach of the Year."
- COACH is also eligible to receive a \$1,000 payment in the event the team achieves "academic success" as defined by University Athletic Department policy. This payment will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1- June 30) to be initially eligible to receive this payment and also must be employed by NSU at the time that the final APR number is released to be eligible to receive the payment.

## 7. OUTSIDE INCOME

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

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

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

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

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

## **9. TERMINATION**

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

- If after June 30, 2018 but before June 30, 2019 – No buyout
- If after June 30, 2019 but before June 30, 2020 – No buyout
- If after June 30, 2020 but before June 30, 2021 – No buyout
- If after June 30, 2021 but before June 30, 2022 – No buyout.

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University.

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

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

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

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

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

**10. ASSOCIATE/ASSISTANT COACHES**

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

**11. UNIVERSITY FUNDRAISING**

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

**12. AMENDMENT EXTENSION**

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

**13. SEVERABILITY**

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

**14. FORCE MAJEURE**

Neither party shall be considered in default performance of 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:**

Denise Moore

Dana Thompson

[Signature]

Pam Cook

\_\_\_\_\_

**NORTHWESTERN STATE UNIVERSITY**

BY [Signature]  
DONALD PICKETT, Head Coach

BY [Signature]  
GREGORY S. BURKE, Director of Athletics

BY [Signature]  
KENNY KNOTTS, President  
Demons Unlimited Foundation

BY [Signature]  
DR. CHRIS MAGGIO, President  
Northwestern State University

BY \_\_\_\_\_  
DR. JAMES HENDERSON, President  
University of Louisiana Board of Supervisors

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.5.** Southeastern Louisiana University's request for approval of a contract with Mr. Tim Donnelly, Assistant Men's Baseball Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 1, 2018 through June 30, 2019, Coach's base annual salary is \$30,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$10,000 from the Lion Athletics Association for fundraising efforts.

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Tim Donnelly, Assistant Men's Baseball Coach, effective July 1, 2018.*



F5

August 2, 2018

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

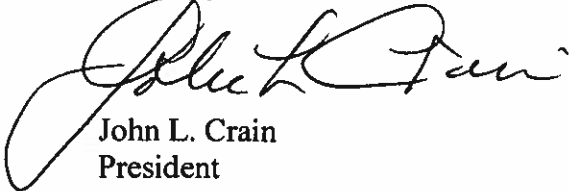
Re: Athletics Coach Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2018 meeting of the Board of Supervisors.

- Head Golf Coach – William Jake Narro
- Associate Baseball Coach – Benjamin Andrew Gipson
- Assistant Baseball Coach – Tim Donnelly

Sincerely,



John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSISTANT BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Tim Donnelly (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

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

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

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

1.4 ASSISTANT COACH shall inform the HEAD BASEBALL COACH of all work-

related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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

## 2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2018 and terminating without further notice to ASSISTANT COACH on the 30th day of June, 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 ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

## 3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of **\$30,000** for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH will be paid an additional annual amount of **\$10,000** on a bi-weekly basis from the Lion Athletic Association (LAA) for their assistance with LAA fund raising efforts.

3.3 The ASSISTANT COACH may be eligible for annual cost of living or merit pay





increase in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service. The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD BASEBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

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

#### **4.0 Employee Benefits**

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

#### **4.2 Courtesy/Leased Vehicle Benefit**

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each BASEBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home BASEBALL game and two (2) tickets to all other regular season home

athletics competitions.

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

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

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

**6.0 Compliance with NCAA, Conference and University Rules**

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

JD

[Signature]

regulations (NCAA Constitution 11.2.1).

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

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

## 7.0 Termination

7.1 The HEAD BASEBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the university chooses to terminate the ASSISTANT COACH 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 ASSISTANT COACH as outlined in Section 3.1 and 3.3 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 ASSISTANT COACH as outlined in Section 3.2 and 3.3 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

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



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

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

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

(d) Substantial and manifest incompetence

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

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

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

(h) Unethical conduct pursuant to NCAA Bylaw 10.1

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

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

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

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

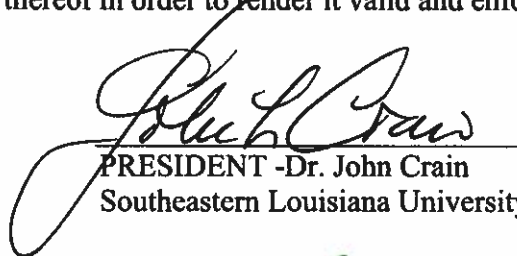
7.7 Any violation of this contract is grounds for dismissal with cause.

#### **8.0 Force Majeure**

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

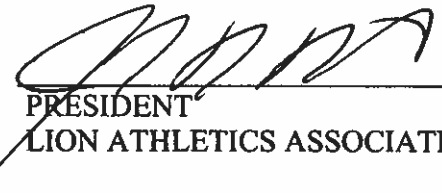
**9.0 Severability**

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

 8/1/18  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/26/18  
Jay Artigues Date  
DIRECTOR OF ATHLETICS

\_\_\_\_\_  
Tim Donnelly Date  
ASSISTANT COACH- MEN'S BASEBALL

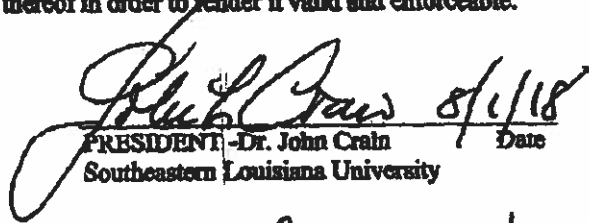
 7/30/18  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

\_\_\_\_\_  
SECRETARY - BOARD OF SUPERVISORS

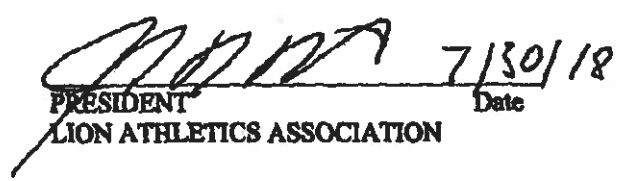
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PRESIDENT - Dr. John Crain      Date  
Southeastern Louisiana University

  
Jay Arduques      Date  
DIRECTOR OF ATHLETICS

  
Tim Donnelly      Date  
ASSISTANT COACH- MEN'S BASEBALL

  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

8      Coach Initial:       Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT BASEBALL COACH

AGREEMENT  
ASSISTANT BASEBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Tim Donnelly, the University ASSISTANT BASEBALL COACH.

1.0

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

2.0

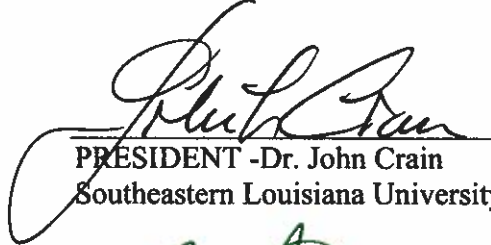
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT BASEBALL Coach in the amount as per the Compensation Section 3.2 and 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

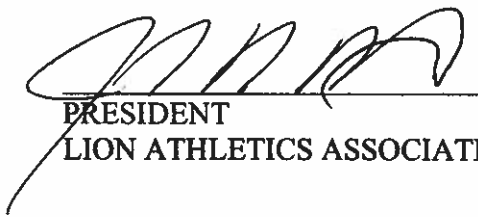


Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

 8/1/18  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/26/18  
Jay Artigues Date  
ATHLETICS DIRECTOR


\_\_\_\_\_  
Tim Donnelly Date  
ASSISTANT COACH- MEN'S BASEBALL

 7/30/18  
PRESIDENT Date  
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

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
PRESIDENT - Dr. John Crain Date 8/1/18  
Southeastern Louisiana University

  
Jay Artigues Date 7/26/18  
ATHLETICS DIRECTOR

  
Tim Donnelly Date 8/1/18  
ASSISTANT COACH- MEN'S BASEBALL

  
PRESIDENT Date 7/30/18  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.6.**      **Southeastern Louisiana University's** request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective July 1, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective July 1, 2018 through June 30, 2019, Coach's base annual salary is \$42,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach will be paid an additional annual amount of \$8,000 from the Lion Athletics Association for fundraising efforts.

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

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

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Benjamin Gipson, Associate Men's Baseball Coach, effective July 1, 2018.***





August 2, 2018

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

Re: Athletics Coach Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2018 meeting of the Board of Supervisors.

- Head Golf Coach – William Jake Narro
- Associate Baseball Coach – Benjamin Andrew Gipson ~~A~~
- Assistant Baseball Coach – Tim Donnelly

Sincerely,

A handwritten signature in cursive script that reads 'John L. Crain'.

John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
ASSOCIATE BASEBALL COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of July, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and Benjamin Andrew Gipson (hereinafter referred to as "ASSOCIATE 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.

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

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related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

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## 2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of July, 2018 and terminating without further notice to ASSOCIATE COACH on the 30th day of June, 2019 unless extended under the terms of this agreement.

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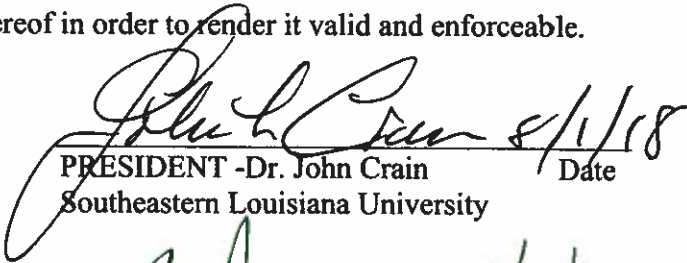
#### **8.0 Force Majeure**

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

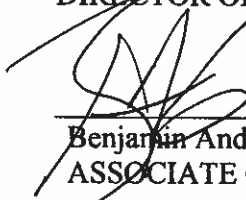



**9.0 Severability**

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

  
PRESIDENT -Dr. John Crain Date 8/1/18  
Southeastern Louisiana University

  
Jay Arigues Date 7/26/18  
DIRECTOR OF ATHLETICS

  
Benjamin Andrew Gipson Date 7/27/18  
ASSOCIATE COACH- MEN'S BASEBALL

  
PRESIDENT Date 7/30/18  
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

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

BETWEEN:  
Southeastern Louisiana University AND  
Lion Athletics Association AND  
ASSOCIATE BASEBALL COACH

AGREEMENT  
ASSOCIATE BASEBALL COACH

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

1.0

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

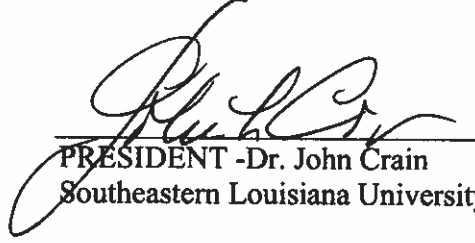
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSOCIATE BASEBALL Coach in the amount as per the Compensation Section 3.2 and 3.3 of the ASSOCIATE COACH's Contract of Employment with Southeastern Louisiana University.

3.0

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

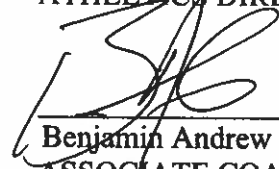
Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
PRESIDENT -Dr. John Crain  
Southeastern Louisiana University

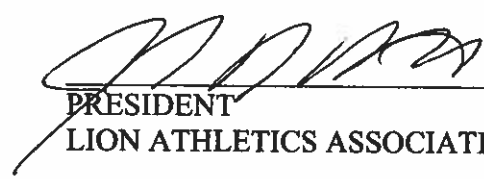
Date

  
Jay Artigues  
ATHLETICS DIRECTOR

7/26/18  
Date

  
Benjamin Andrew Gipson  
ASSOCIATE COACH- MEN'S BASEBALL

7/27/18  
Date

  
PRESIDENT  
LION ATHLETICS ASSOCIATION

7/30/18  
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

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.7. Southeastern Louisiana University's request for approval of a contract with Mr. William Narro, Head Golf Coach, effective July 2, 2018.**

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2019, Coach's annual salary is \$45,675. 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.

The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

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

In the event the University terminates the contract without cause, Coach shall be entitled to \$15,000 from the LAA. In the event Coach terminates the contract without cause to become another Division 1 head coaching position, Coach would be liable to the University for \$15,000. Coach will be responsible for the base salary if he leaves for a conference school head coaching position.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. William Narro, Head Golf Coach, effective July 2, 2018.***

August 2, 2018

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

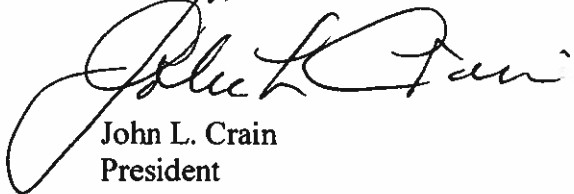
Re: Athletics Coach Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the August 2018 meeting of the Board of Supervisors.

- Head Golf Coach – William Jake Narro ✶
- Associate Baseball Coach – Benjamin Andrew Gipson
- Assistant Baseball Coach – Tim Donnelly

Sincerely,



John L. Crain  
President

Attachments

**CONTRACT OF EMPLOYMENT  
HEAD GOLF COACH**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 2nd day of July, 2018 between Southeastern Louisiana University through its President, Dr. John Crain and William Jake Narro (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 GOLF COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to GOLF which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/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 GOLF competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual GOLF 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 of 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 for a fixed period, commencing on the **2nd day of July, 2018** and terminating without further notice to COACH on the **30th day of June, 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 \$45,675 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 Team with approval of the DIRECTOR. 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:

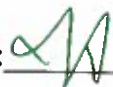
- 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
  - 2) Comprehensive General Liability: \$1,000,000 combined single limit 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 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.3 For each GOLF season, COACH shall be entitled to a total of ten (10) tickets per home GOLF competition 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 GOLF camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 COACH shall report annually in writing to the President through the DIRECTOR on July 1<sup>st</sup> 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 GOLF 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 the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association.

12.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head GOLF coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

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 11.1.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.

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

12.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to

employment, cease upon termination.

12.6 This contract may be terminated at any time should the UNIVERSITY discontinue the GOLF 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.

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. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

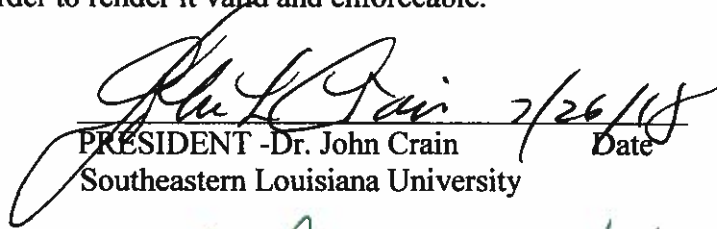


**14.0 Force Majeure**

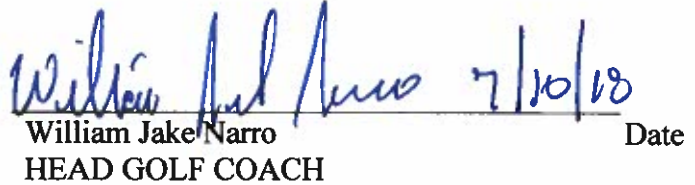
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

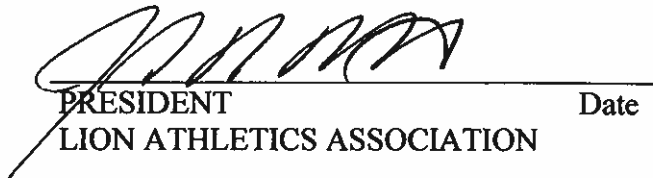
**15.0 Severability**

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

  
PRESIDENT - Dr. John Crain      7/26/18  
Southeastern Louisiana University      Date

  
Jay Artigues      7/16/18  
DIRECTOR OF ATHLETICS      Date

  
William Jake Narro      7/10/18  
HEAD GOLF COACH      Date

  
PRESIDENT      Date  
LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

12 Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD GOLF COACH

AGREEMENT  
HEAD GOLF COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Jason Hayes the University HEAD GOLF COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head GOLF 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.

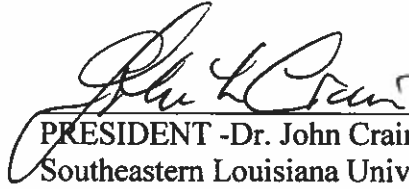
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head GOLF Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

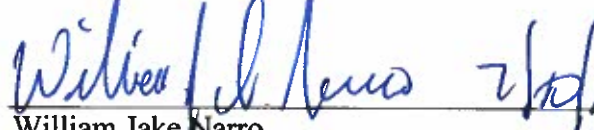
The Lion Athletics Association and Head GOLF Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

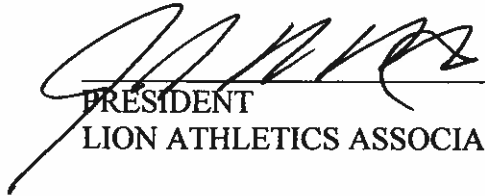
13 Coach Initial:  Admin Initial: 

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

 7/26/18  
PRESIDENT -Dr. John Crain Date  
Southeastern Louisiana University

 7/16/18  
Jay Artigues Date  
ATHLETICS DIRECTOR

 7/27/18  
William Jake Narro Date  
HEAD GOLF COACH

 7/23/18  
PRESIDENT Date  
LION ATHLETICS ASSOCIATION

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

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

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.8.**      **University of Louisiana at Monroe's** request for approval of a contract with Mr. Jacob Carlson, Assistant Men's Baseball Coach, effective July 16, 2018.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through June 30, 2019, Coach's base annual salary is \$52,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary.

In the event the University terminates the contract without cause, Coach shall be entitled to the remaining base salary that Coach would have earned during the current fiscal year, not to exceed a total of two months' base salary. In the event the Coach terminates the contract without cause, the University shall be entitled to two months of base salary from the Coach or the amount Coach would have earned through term of contract, whichever is the lesser amount.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a contract with Mr. Jacob Carlson, Assistant Men's Baseball Coach, effective July 16, 2018.*

University of  
**LOUISIANA**  
Monroe

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000  
Phone: 318.342.1010 • Fax: 318.342.1019

F 8

July 30, 2018

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

**RECEIVED**

AUG 02 2018

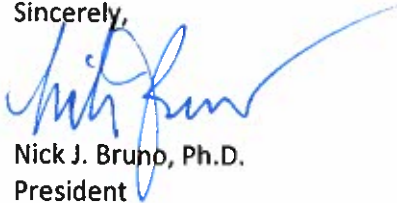
**UNIVERSITY OF  
LOUISIANA SYSTEM**

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the contract of Mr. Jacob Carlson, Assistant Baseball Coach, at the University of Louisiana at Monroe. Upon Board approval, I request that this appointment be effective July 16, 2017 – June 30, 2019.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President

**CONTRACT OF EMPLOYMENT  
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA  
PARISH OF OUACHITA

This Agreement is made and entered into effective as of the \_\_\_ day of July, 2018, between the **UNIVERSITY OF LOUISIANA AT MONROE** and through its President (hereinafter referred to as the “UNIVERSITY”) and **JACOB CARLSON** (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as the “Board”), the management board for the UNIVERSITY, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as Assistant Baseball Coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President, Director of Intercollegiate Athletics, and Head Baseball Coach. It is understood by COACH and the UNIVERSITY that the UNIVERSITY retains the right to assign the COACH to other positions with different duties during the term of this agreement; and that if the UNIVERSITY makes such a decision to reassign the COACH and the COACH refuses to accept such reassignment, then the UNIVERSITY may terminate this agreement pursuant to the terms and conditions for causal termination by the UNIVERSITY as set forth in section 8.2 of this contract.

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

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

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

## **2.0 Term**

2.1 The term of this agreement is for a fixed period, commencing on July 16, 2018, and terminating without further notice to COACH on June 30, 2019, unless sooner terminated or extended under the terms of this agreement.

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

2.3 If the current Head Baseball Coach departs the UNIVERSITY or is reassigned to another position at the UNIVERSITY for any reason whatsoever (voluntary or involuntarily) prior to the expiration of this agreement, this agreement will automatically terminate upon the expiration of thirty (30) calendar days from the

employment termination or reassignment date for the Head Baseball Coach, and the UNIVERSITY is not liable to COACH for any amounts whatsoever that would have been owed to Coach under this agreement but for this termination or reassignment.

### **3.0 Compensation**

3.1 In consideration of COACH's services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$52,000, payable on a bi-weekly basis.

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

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

### **4.0 Athletics Competition Incentive**

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



## **5.0 Employee Benefits**

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

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

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

5.3 Up to \$2500 in relocation expenses based on actual receipts

## **6.0 Outside Income - Subject to Compliance with Board Rules**

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

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

7.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in significant or repetitive violations of NCAA, Conference and/or UNIVERSITY regulations (NCAA Constitution 11.2.1).

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

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

## **8.0 Termination**

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

8.2 COACH may be terminated by the Athletic Director at any time for: misconduct; substantial and manifest incompetence; violation or gross disregard of state or federal laws; significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures; refusing to accept reassignment of responsibilities in accordance with the provisions of Section 1.1 above in situations in which the UNIVERSITY determines that the best

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

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

8.4 If COACH terminates the contract COACH shall be liable to the UNIVERSITY for liquidated damages in the amount of either two months of base compensation or the

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

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

8.6 In lieu of termination for cause, and apart from any rights it may have under this Section 8.0, the UNIVERSITY may impose disciplinary sanctions less severe than termination of COACH, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of the UNIVERSITY.

8.7 Upon termination of this agreement by either party for any reason, reassignment of COACH to some other position at the University, or suspension or leave without pay, any entitlement to a courtesy automobile or stipend, cell phone or stipend, housing or housing allowance, *etc.*, shall cease immediately upon the occurrence of any such event.

## **9.0 Severability**

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

**10.0 Force Majeure**


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

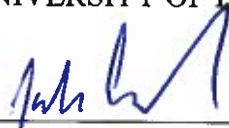
**11.0 Governing Law**

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

**12.0 Entire Agreement**

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

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

  
\_\_\_\_\_  
Jacob Carlson  
ASSISTANT BASEBALL COACH  
UNIVERSITY OF LOUISIANA AT MONROE

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 20 day of July, 2018.

\_\_\_\_\_  
Dr. Jim Henderson  
PRESIDENT  
UNIVERSITY OF LOUISIANA SYSTEM

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

**ATHLETIC COMMITTEE**

**August 23, 2018**

**Item F.9.**      **University of New Orleans' request for approval of a contractual amendment with Mr. Derek Morel, Athletic Director, effective July 1, 2018.**

**EXECUTIVE SUMMARY**

The University and the Athletic Director (AD) entered into the original agreement effective July 1, 2012, and amended effective July 1, 2015. Both parties now agree to add an additional four years to the contract ending on June 30, 2022.

All other terms and conditions shall remain unchanged and in full force and effect.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contractual amendment with Mr. Derek Morel, Athletic Director, effective July 1, 2018.***



THE UNIVERSITY *of*  
**NEW ORLEANS**  

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**OFFICE OF THE PRESIDENT**

July 9, 2018

Dr. James B. Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802

Re: University of New Orleans

Dear Dr. Henderson,

I am requesting approval of the attached Amendment 2, Contract of Employment for the Director of Intercollegiate Athletics.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

**AMENDMENT 2  
CONTRACT OF EMPLOYMENT  
DIRECTOR OF INTERCOLLEGIATE ATHLETICS**

The parties agree to amend the Agreement between the University of New Orleans, (hereinafter referred to as the "University"), the Privateer Athletic Foundation and Derek Morel (hereinafter referred to as "Director" or "Morel") dated May 14, 2012, and amended effective July 1, 2015, to add the University of New Orleans Foundation as a party to the agreement, as follows:

Section 2.1 shall be changed to read as follows:

The term of this agreement is for a fixed period of ten (10) years commencing on the 1<sup>st</sup> day of July, 2012, and terminating without further notice to Director on the 30<sup>th</sup> day of June 2022, unless extended under the terms of this agreement.

Section 4.1.1 shall be changed to read as follows:

Director will receive supplemental compensation equal to Five Thousand (5,000.00) for each year in which all athletics teams are free from APR penalties according to the APR institutional report which is released by the NCAA in September of the academic year following the academic year measured for supplemental compensation. In addition, each Associate Director will receive supplemental compensation equal to Five Hundred (\$500.00). Earned supplemental compensation will be distributed within 60 days following the issuance of the NCAA report. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the UNO Foundation by way of the UNO Payroll Office but only with funds available through Athletics restricted accounts.

This amendment is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for the University of New Orleans

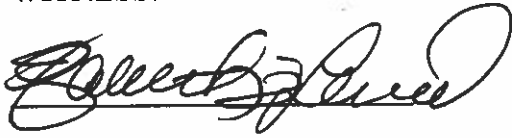
All other terms and conditions of the Agreement shall remain in full force and effect.

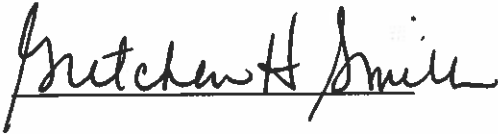
This amendment contains or has attached hereto all revised terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, this Amendment has been signed by an authorized representative of each party and is effective on the 1st day of July, 2018.



WITNESS:

  
\_\_\_\_\_

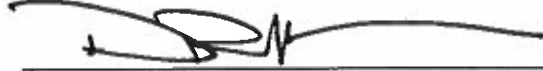
  
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John W. Nicklow, President  
University of New Orleans

  
\_\_\_\_\_

Derek Morel, Director of Intercollegiate  
Athletics, University of New Orleans

  
\_\_\_\_\_

Anthony Gregorio, President  
University of New Orleans Foundation

\_\_\_\_\_

Dr. Jim Henderson, President  
University of Louisiana System