

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.1. Louisiana Tech University's request for approval of a contract with Mr. Eric Konkol, Head Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective April 1, 2019.

EXECUTIVE SUMMARY

This agreement is for the period from April 1, 2019 through March 31, 2023. During this period, Coach will receive an annual base salary of \$150,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of \$250,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men's Basketball.

Louisiana Tech University Foundation shall pay performance incentives to Coach as follows:

- Any, some, or all of the following three accomplishments shall entitle Coach to a supplemental payment of \$25,000 (total capped at \$50,000):
 - Regular season conference champion
 - Conference tournament champion
 - At-large NCAA tournament participation
- Coach shall be entitled to a supplemental payment of \$15,000 if the team qualifies and participates in the National Invitation Tournament. Coach will receive an additional \$10,000 if team reaches the Final 4 of the NIT.
- Coach shall be entitled to cumulative supplemental payments for the following:
 - \$25,000 for a Sweet 16 appearance in the NCAA tournament
 - \$25,000 for an Elite 8 appearance in the NCAA tournament
 - \$50,000 for a Final 4 appearance in the NCAA tournament
 - \$50,000 if team is NCAA champion
- Maximum payable under these provisions during each basketball season is \$200,000.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).

In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2020, Coach shall be liable to the Foundation for liquidated damages in the amount of \$325,000.
- If prior to April 1, 2021, Coach shall be liable to the Foundation for liquidated damages in the amount of \$300,000.
- If prior to April 1, 2022, Coach shall be liable to the Foundation for liquidated damages in the amount of \$200,000.
- If prior to April 1, 2023, Coach shall be liable to the Foundation for liquidated damages in the amount of \$100,000.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Eric Konkol, Head Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective April 1, 2019.*



H 1

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

May 28, 2019

RECEIVED

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

MAY 29 2019
UNIVERSITY OF
LOUISIANA SYSTEM

Dear Dr. Henderson:

Enclosed for your review are 5 originals of the Contract of Employment between Eric Konkol, head coach of the men's basketball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is April 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June meeting.

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining 4 originals to me for distribution to Coach Konkol, the University, the Foundation, and Coach Konkol's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2019, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Eric G. Konkol (hereinafter referred to as "COACH"), and replaces that former Contract of Employment between the parties dated September 28, 2017, and approved by the Board of Supervisors of the University of Louisiana System on October 26, 2017. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the BOARD. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF MEN'S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as men's basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men's basketball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the

UNIVERSITY through its President and Director of Athletics.

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

1.3 COACH shall supervise and manage the men's basketball team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A men's basketball head coach.

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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing April 1, 2019, and ending on March 31, 2023. For purposes of this agreement, contract year one shall commence on April 1, 2019 and end March 31, 2020. Contract year two and each following contract year shall begin on April 1st and end on March 31st of the following calendar year.

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

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

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 \$150,000 for the term of this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of \$250,000 annually, to be made in equal monthly payments during the period of this agreement for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men's Basketball.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Men's Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not

authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld.

4.0 Employee Benefits

UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

5.0 Performance Incentives – Athletic Performance Goals

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

Any, some, or all of the following three accomplishments shall entitle COACH to a supplemental payment of \$25,000:

1. Regular season conference champion;
2. Conference tournament champion;
3. At-large NCAA tournament participation.

The supplemental payments described above are capped at \$50,000.

COACH shall be entitled to a supplemental payment of \$15,000 if the men's basketball

team qualifies and participates in the National Invitation Tournament. COACH shall be entitled to an additional \$10,000 supplemental payment if the team reaches the Final 4 of the National Invitation Tournament.

COACH shall be entitled to cumulative supplemental payments for the following accomplishments:

1. Sweet 16 appearance in the NCAA tournament = \$25,000
2. Elite 8 appearance in the NCAA tournament = \$25,000
3. Final 4 appearance in the NCAA tournament = \$50,000
4. Men's NCAA champion = \$50,000

5.2 The maximum supplemental pay COACH may earn during each basketball season pursuant to the provisions of paragraph 5.1 is \$200,000. Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available

at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined

by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to,

income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

9.3 COACH represents and warrants that he is not the subject of a current NCAA

investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

10.0 Men's Basketball Staff

COACH may make hiring decisions regarding assistant basketball coaches and a basketball operations employee in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the men's basketball staff will be \$450,000, such staff consisting of three assistant coaches and a basketball operations employee. As performance incentives for his three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of \$10,000 each if the men's basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of \$5,000 each if the men's basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech University Foundation.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall

be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to COACH.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject of COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.2 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts:

- If prior to April 1, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$325,000, to be paid within two (2) weeks from the termination date;
- If prior to April 1, 2021, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$300,000 to be paid within two (2) weeks of the date of termination;
- If prior to April 1, 2022, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$200,000 to be paid within two (2) weeks of

the date of termination;

- If prior to April 1, 2023, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$100,000 to be paid within two (2) weeks of the date of termination.

11.3 Just cause for termination of COACH by the UNIVERSITY shall include the following: conduct of COACH seriously prejudicial to the best interests of the University or its athletic program , substantial and manifest incompetence, conviction of state or federal offenses (excluding minor traffic offenses or non-criminal offenses), which significantly damages the University's reputation, or deliberate and serious violations of NCAA, conference, or University or the Department of Intercollegiate Athletics' rules, regulations, or policies or procedures. No damages shall be due if termination is for just cause.

11.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

11.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All

compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

11.6 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

11.7 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover reasonable attorney's fees in addition to any other relief awarded by the court.

12.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

13.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland
Athletics Director
Louisiana Tech University
1650 West Alabama
Louisiana Tech University

With copy to:
Jennifer Riley
Asst. VP of University
Advancement & General Counsel
Louisiana Tech Univ. Foundation

Ruston, LA 71272

P.O. Box 3183
Ruston, LA 71272

AND

Bill Hogan, President
Louisiana Tech University
Foundation
505 N. Vienna Street
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to
COACH shall be sent to:

Eric G. Konkol
3008 English Turn
Ruston, LA 71270

With copy to:
Joey McCutchen
McCutchen & Sexton - The Law Firm
P.O. Box 1971, 1622 North B Street
Fort Smith, AR 72902

14.0 Merger Clause/No Oral Modification


This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH**

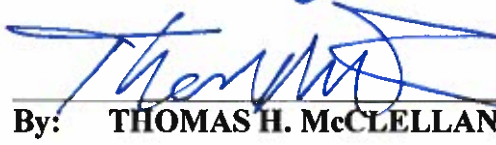
SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **LESLIE K. GUICE**
PRESIDENT



ERIC KONKOL
MEN'S BASKETBALL HEAD COACH


By: **THOMAS H. McCLELLAND, II**
DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **BROOKS HULL**
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT


By: **JENNIFER A. RILEY**
ASSISTANT VICE PRESIDENT OF UNIVERSITY ADVANCEMENT
& GENERAL COUNSEL

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2019.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.2. **McNeese State University's** request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2020, Coach will earn \$37,180 annually. In addition, the McNeese State University Foundation will pay Coach a premium benefit of \$8,753 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective July 1, 2019.



H 2

RECEIVED

JUN 06 2019

UNIVERSITY OF
LOUISIANA SYSTEM

June 6, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with Georgia Pozzan, Head Women's Tennis Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY

HEAD WOMEN'S TENNIS COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **GIORGIA POZZAN** (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 McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Women's Tennis Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Women's Tennis** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2020** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$37,180**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled **Bonuses for Specific and Extraordinary Achievement** and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
 - (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

- 8.1 With approval from the University President and in accordance with University and Board policies, 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 Tennis camps and/or Tennis clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

9.0 Apparel, Equipment Endorsements

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Governmental Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

14.0 Termination

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Women's Tennis Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure

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

18.0 Previous Contracts

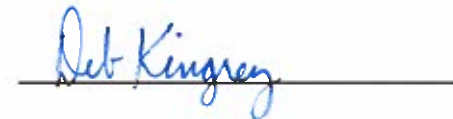
18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.


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


WITNESSES:







 Date 5/28/19
Georgia Pozzan, Head Women's Tennis Coach
McNeese State University

 Date 5/28/19
Fred Bruce Hemphill, Director of Athletics
McNeese State University

 Date 5-29-19
Dr. Daryl V. Burckel, President
McNeese State University

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.3. McNeese State University's request for approval of a contract with Mr. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under one-year agreement, through June 30, 2020, Coach will earn \$43,913 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Michael E. Fluty, Head Women's Golf Coach, effective July 1, 2019.



RECEIVED

H 3

JUN 06 2019

UNIVERSITY OF
LOUISIANA SYSTEM

June 6, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with Michael E. Fluty, Head Women's Golf Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY

HEAD WOMEN'S GOLF COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **MICHAEL E. FLUTY** (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 McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Women's Golf Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Women's Golf** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2020** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$43,913**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled **Bonuses for Specific and Extraordinary Achievement** and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

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

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

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- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **Golf** camps and/or **Golf** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
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- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

14.0 Termination

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Women's Golf Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure

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

18.0 Previous Contracts

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

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

WITNESSES:

Cathy Deville

Cathy Deville

Jessica Pearson

Deb Kingray

Michael E. Fluty Date 5/28/19
Mike Fluty, Head Women's Golf Coach
McNeese State University

Fred Bruce Hemphill Date 5/28/19
Fred Bruce Hemphill, Director of Athletics
McNeese State University

Richard Reid Date 5/29/19
Richard Reid, Vice President
McNeese Foundation

Daryl V. Burckel Date 5-29-19
Dr. Daryl V. Burckel, President
McNeese State University

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

_____, 20_____.

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.4. McNeese State University's request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2020, Coach will earn \$57,056 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Brendon James Gilroy, Head Men/Women's Track Coach, effective July 1, 2019.



H 4

RECEIVED

JUN 06 2019

UNIVERSITY OF
LOUISIANA SYSTEM

June 6, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with Brendon Gilroy, Head Men's and Women's Track Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY

HEAD MEN'S AND WOMEN'S TRACK COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **BRENDON J. GILROY** (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 McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Men's and Women's Track Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Men's and Women's Track** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2020** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$57,056**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled **Bonuses for Specific and Extraordinary Achievement** and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Contracts for Broadcast and/or Telecast

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

5.0 Camps and Clinics

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

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
 - (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

- 8.1 With approval from the University President and in accordance with University and Board policies, 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 **Track** camps and/or **Track** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

9.0 Apparel, Equipment Endorsements

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

14.0 Termination

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Men's and Women's Track Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure


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

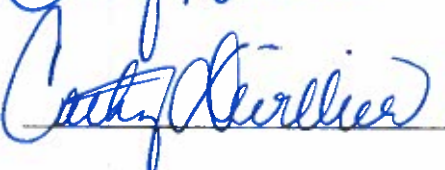
18.0 Previous Contracts

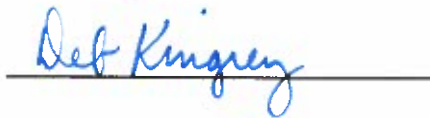
18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

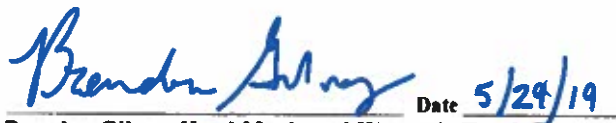
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.

WITNESSES:







 Date 5/24/19

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

 Date 5/28/19

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

 Date 5-31-19

**Dr. Daryl V. Burckel, President
McNeese State University**

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

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.5. McNeese State University's request for approval of a contract with Mr. Derek Plucienski, Head Men's Golf Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2019, Coach will earn \$43,000 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Derek Plucienski, Head Men's Golf Coach, effective July 1, 2019.



H5

RECEIVED

JUN 06 2019

UNIVERSITY OF
LOUISIANA SYSTEM

June 6, 2019

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

Dear Dr. Henderson:

Enclosed are copies of McNeese State University's request for approval of the contractual agreement with Derek Plucienski, Head Men's Golf Coach effective July 1, 2019.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 27, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY

HEAD MEN'S GOLF COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, and **DEREK PLUCIENSKI** (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 McNeese State University (the "Board"). 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 McNeese State University (the "University") does hereby employ COACH as **Head Men's Golf Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **Men's Golf** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of twelve (12) months, commencing on the **1st day of July 2019**, and terminating without further notice to COACH on the **30th day of June 2020** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$43,000**, payable on a monthly basis.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled **Bonuses for Specific and Extraordinary Achievement** and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
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- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
 - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
 - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
 - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

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 - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
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- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of Golf camps and/or Golf clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

9.0 Apparel, Equipment Endorsements

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

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

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

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

12.0 Financial Incentive for Academic Success

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

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

14.0 Termination

- 14.1 Either party may terminate this contract without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the McNeese State University Foundation athletic related accounts.
- 14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:
- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
 - (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **Head Men's Golf Coach** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

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

16.0 Severability

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

17.0 Force Majeure

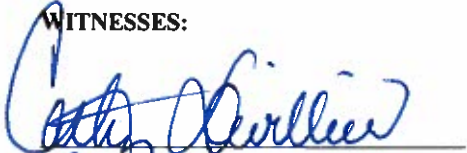
17.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

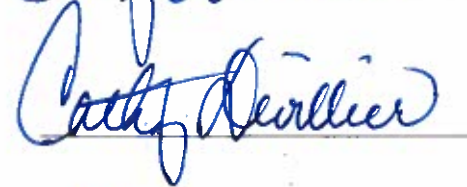
18.0 Previous Contracts

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

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

WITNESSES:







 Date 06/3/2019
DEREK PLUCIENSKI, Head Men's Golf Coach
McNeese State University

 Date 6/3/19
Fred Bruce Hemphill, Director of Athletics
McNeese State University

 Date 6-3-19
Dr. Daryl V. Burckel, President
McNeese State University

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

_____, 20_____.

SECRETARY – Board of Supervisors

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.6. **Nicholls State University's** request for approval of supplemental compensation to certain Athletic Department employees.

EXECUTIVE SUMMARY

The Nicholls State University Athletic Department is requesting approval of supplemental compensation to certain Athletic Department employees for fiscal year 2019-20. Funding will be provided on behalf of the Nicholls State University Foundation, from private donations.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of supplemental compensation to certain Athletic Department employees.*



Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H 6

May 28, 2019

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

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 27, 2019 meeting of the Board of Supervisors for the University of Louisiana System:

Supplemental On Behalf Payments

Thank you for your assistance in this matter.

Sincerely,

John Clune
President

JC/jms

Enclosures

pc: Mr. Alex Arceneaux, Executive Vice President
Dr. Sue Westbrook, Provost and Vice President for Academic and Student Affairs
Dr. Todd Keller, Associate Vice President for Academic Affairs
Dr. Michele Caruso, Associate Vice President for Student Affairs
Mr. Terry Braud, Vice President for Finance and Administration
Mrs. Paulette Mayon, Internal Auditor
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness

5/31/2019

Supplemental Pay for Athletic Department

Budget	Name	Title	Effective Dates	Supplemental Salary
FDN	Roan, Matt	Athletic Director	7/01/19-6/30/20	\$15,000.00
FDN	Roussel, Lee	Assistant Football Coach	7/01/19-6/30/20	\$29,000.00
FDN	Thompson, Chris	Assistant Football Coach	7/01/19-6/30/20	\$22,920.00
FDN	Morgan, Summer	Assistant Volleyball Coach	7/01/19-6/30/20	\$2,900.00
FDN	Wallace, Brain	Assistant Football Coach	7/01/19-6/30/20	\$21,000.00
FDN	Christophel, Rob	Assistant Football Coach	7/01/19-6/30/20	\$35,100.00
FDN	Gisclair, Russ	Assistant Football Coach	7/01/19-6/30/20	\$22,920.00
FDN	Joseph, Samuel	Assistant Football Coach	7/01/19-6/30/20	\$20,800.00
FDN	Murphy, Timothy	Assistant Football Coach	7/01/19-6/30/20	\$15,000.00
FDN	Rybacki, Tommy	Assistant Football Coach	7/01/19-6/30/20	\$34,379.00
FDN	Carrasquillo, Greg	Strength and Conditioning Coach	7/01/19-6/30/20	\$20,000.00
FDN	Seamon, Jessica	Assistant Softball Coach	7/01/19-3/30/20	\$11,440.00
FDN	Jones, Walter	Assistant Baseball Coach	7/01/19-6/30/20	\$17,180.00
FDN	Taylor, Matthew	Assistant Men's Basketball Coach	7/01/19-6/30/20	\$3,000.00
FDN	Bowman, Nicholas	Assistant Men's Basketball Coach	7/01/19-6/30/20	\$9,000.00
FDN	Deloach, Trevor	Assistant Men's Basketball Coach	7/01/19-6/30/20	\$1,000.00
FDN	Neal, Corey	Ticket Manager	7/01/19-6/30/19	\$13,500.00
FDN	Johnson, Charles	Asst Athletic Director of Communications	7/01/19-6/30/19	\$10,000.00
FDN	Kearney, Andrew	Asst Director of Compliance	7/01/19-6/30/19	\$3,500.00

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.7. **Northwestern State University's** request for approval of a contract with Mr. Mike Heimerman, Head Men's and Women's Track and Field Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through June 30, 2022, the Coach's annual salary is \$62,500, increasing to \$64,500 in the next two years. 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 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 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 50% of the combined total of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

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

- If after June 30, 2019 but before June 30, 2020--\$20,000
- 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. Mike Heimerman, Head Men's and Women's Track and Field Coach, effective July 1, 2019.



H 7

June 3, 2019

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

Re: Head Men's and Women's Track and Field Coach Contract - Mike Heimerman

Dear Dr. Henderson:

Northwestern State University is submitting the attached contract for *Head Men's and Women's Track and Field Coach Contract - Mike Heimerman* to be placed on the agenda for the June 2019 Board meeting.

Thank you for your consideration of this request.

Sincerely,

**Dr. Chris Maggio
President**

Attachment

NORTHWESTERN STATE UNIVERSITY

**CONTRACT OF EMPLOYMENT
for MIKE HEIMERMAN**

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

THIS AGREEMENT, made and entered into as of this 27th day of June, 2019, by and between Northwestern State University (hereinafter "University") represented by Dr. Chris Maggio, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Mike Heimerman, Head Men's and Women's Track and Field 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 Men's and Women's Track and Field Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Mike Heimerman as Head Men's and Women's Track and Field Coach at Northwestern State University, and Mike Heimerman does hereby accept said employment and agrees to perform all those services pertaining to Head Men's and Women's Track and Field 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, 2019 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

\$62,500 (Sixty-Two Thousand, five-Hundred Dollars) in 26 equal installments:

Second Year of Contract

\$63,500 (Sixty-Three Thousand, five-Hundred Dollars) in 26 equal installments:

Third Year of Contract

\$64,500 (Sixty-Four Thousand, five-Hundred Dollars) 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 Heimerman 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 Heimerman's university camp budget. After all expenses are met, Coach Heimerman 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 Heimerman's job description related to promoting the University and the athletic department; thus, Coach Heimerman will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Heimerman'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 Heimerman 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 Heimerman separately for his appearances and promotional activities in support of its fundraising and marketing efforts. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- COACH will receive use of a vehicle from a dealership for personal and business use as arranged by the Demons Unlimited Foundation and if 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 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.

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).

"Notwithstanding the above or anything else herein to the contrary, if Employee receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, Employee must report all such income or benefits to the [*president or chancellor*] in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 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.

“Employee and Employer acknowledge and agree that (1) Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.”

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 50% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Heimerman terminates the Contract without cause, Coach Heimerman would be liable to the University for liquidated damages in the following manner:

- If after June 30, 2019 but before June 30, 2020 – \$20,000 Dollars
- If after June 30, 2020 but before June 30, 2021 – \$15,000 Dollars
- If after June 30, 2021 but before June 30, 2022 – \$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:









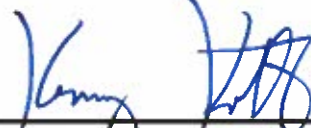
NORTHWESTERN STATE UNIVERSITY




MIKE HEIMERMAN, Head Coach



GREGORY S. BURKE, Director of Athletics



KENNY KNOTTS, President
Demons Unlimited Foundation



DR. CHRIS MAGGIO, President
Northwestern State University

DR. JAMES HENDERSON, President
University of Louisiana Board of Supervisors

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.8. **Northwestern State University's request for approval of a revised academic financial award policy.**

EXECUTIVE SUMMARY

The Northwestern State University Athletic Department is updating its policy for coach and staff financial incentives, as it relates to the annual NCAA Academic Progress Report (APR). The new policy shall be in effect for APR numbers for the 2018-19 and subsequent years. The following persons will be eligible for a financial reward based on the NCAA Single Year Academic Progress Rate (APR):

- A head coach whose team meets or exceeds the national average for Division I public institutions for the reported academic year shall receive a financial reward of \$1,000.
- Full-time athletic department academic support staff members shall receive a financial award of \$250 for each team over which they had oversight that meets or exceeds the national benchmark.
- The Associate Athletic Director for Compliance, who has oversight for APR calculation and reporting, shall receive a financial award of \$200 for each team that meets or exceeds the national benchmark.

A coach or staff member must have been employed at NSU in his/her current capacity for at least one full academic year to be eligible to receive this award. However, discretion will be granted to the Director of Athletics to designate a coach or staff member who has not been an employee for a full year to receive the financial incentive based on extraordinary circumstances. A coach or staff member will not receive the financial award if he/she has departed from NSU at the time that the annual NCAA APR report is officially released.

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 revised academic financial award policy.



H 8

June 3, 2019

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

Re: Revised Academic Financial Award Policy

Dear Dr. Henderson:

Northwestern State University is submitting the attached proposal to add *Revised Academic Financial Award Policy* item to be placed on the agenda for approval at the June 2019 Board Meeting.

Thank you for your consideration.

Sincerely,

**Dr. Chris Maggio
President**

Attachment

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.9. **Southeastern Louisiana University's** request for approval of a contract with Mr. Jason Hayes, Head Women's Tennis Coach, effective June 1, 2019.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through May 31, 2022, Coach's annual salary is \$54,054, payable on a biweekly basis. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available). 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
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--for winning NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA over 2.0-2.9
- \$250--Team average APR above 965
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

In the event the University terminates the contract without cause, Coach shall be entitled to the base salary from the University and the compensation from Lion Athletics Association for the remainder of the contract period. The University will pay for the remainder of the fiscal year in which the Coach is terminated, and the LLA for the remainder. In the event Coach terminates the Contract without cause to become a head coach, Coach would be liable to the University for liquidated damages in the amount of \$15,000 for the first year; \$10,000 during second year; and \$5,000 if after conclusion of the second year.

The University and the Lion Athletics Association each has an 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 Southeastern Louisiana University's request for approval of a contract with Mr. Jason Hayes, Head Women's Tennis Coach, effective June 1, 2019.*

June 6, 2019

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

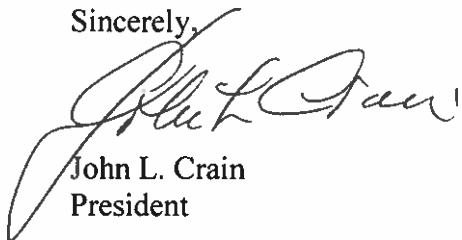
Re: Athletics Coach Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the June 2019 meeting of the Board of Supervisors.

- Head Women's Tennis Coach – Jason Hayes ✦
- Head Golf Coach – William Jake Narro

Sincerely,



John L. Crain
President

Attachments

**CONTRACT OF EMPLOYMENT
HEAD WOMEN'S TENNIS COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of June, 2019 between Southeastern Louisiana University through its President, Dr. John Crain and Jason Hayes (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

1.5 COACH shall schedule an appropriate number of guarantee WOMEN'S TENNIS competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The

1 Coach Initial:  Admin Initial: 

DIRECTOR will have the responsibility for approving the annual WOMEN'S TENNIS schedule.

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

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

2.0 Term

2.1 The term of this agreement is, commencing on the 1st day of June, 2019 and terminating without further notice to COACH on the 31st day of May, 2022 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 \$ 54,054 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.

2 Coach Initial:  Admin Initial 

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 985
- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

3 Coach Initial:  Admin Initial: 

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and WOMEN'S TENNIS 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

4 Coach Initial:  Admin Initial: 

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.

5 Coach Initial: Admin Initial:

- 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
 - (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

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

7.2 Courtesy/Leased Vehicle Benefit

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

6 Coach Initial:  Admin Initial: 

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 WOMEN'S TENNIS season, COACH shall be entitled to a total of ten (10) tickets per home WOMEN'S TENNIS 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 WOMEN'S TENNIS camps and/or WOMEN'S TENNIS 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 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

7 Coach Initial:  Admin Initial: 

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 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

8 Coach Initial:  Admin Initial: 

10.3 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.

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

11.0 Coaching Staff

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

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

12.0 Termination

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

- (a) The University shall pay the amount of base salary owed to COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the coach is terminated.
- (b) The remaining portion of money owed to COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the coach is terminated shall be paid by the Lion Athletics Association (LAA).

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

- Termination during first contract year: \$15,000.
- Termination during second contract year: \$10,000.
- Termination after the conclusion of the second contract year: \$5,000.

Payment shall be due one hundred twenty (120) days following notice of termination.

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

- 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. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- 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 11.1.1.1
- Unethical conduct pursuant to NCAA Bylaw 10.1
- The Team's multi-year APR falling below the NCAA minimum at any time during the

contract.


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

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

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

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


11 Coach Initial: AK Admin Initial: SW



PRESIDENT -Dr. John Crain 6/4/19
Southeastern Louisiana University Date



Jay Arrigues 5/30/19
DIRECTOR OF ATHLETICS Date



Jason Hayes 5/29/19
HEAD WOMEN'S TENNIS COACH Date



Kelly S. Wells 6/3/19
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

13 Coach Initial:  Admin Initial: 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

HEAD WOMEN'S TENNIS COACH

AGREEMENT
HEAD WOMEN'S TENNIS COACH

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Jason Hayes the University HEAD WOMEN'S TENNIS COACH.

1.

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

2.


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

3.

The Lion Athletics Association and Head WOMEN'S TENNIS 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.

14 Coach Initial:  Admin Initial: 


Entered into this _____ day of _____, 20__.



PRESIDENT -Dr. John Crain Date 6/4/19
Southeastern Louisiana University



Jay Artigues Date 5/30/19
ATHLETICS DIRECTOR



Jason Hayes Date 5/29/19
HEAD WOMEN'S TENNIS COACH



PRESIDENT Date 6/3/19
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

15 Coach Initial:  Admin Initial: 

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.10. Southeastern Louisiana University's request for approval of a contract with Mr. William Jake Narro, Head Golf Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2020, Coach's annual salary is \$46,671. 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 coach, 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.

The University and the Lion Athletics Association each has an 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 Southeastern Louisiana University's request for approval of a contract with Mr. William Jake Narro, Head Golf Coach, effective July 1, 2019.



H 1 0

June 6, 2019

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

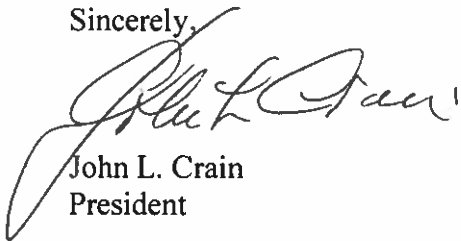
Re: Athletics Coach Contracts

Dear Dr. Henderson:

Southeastern Louisiana University respectfully requests the following athletics coach contracts be placed on the agenda for the June 2019 meeting of the Board of Supervisors.

- Head Women's Tennis Coach – Jason Hayes
- Head Golf Coach – William Jake Narro ~~A~~

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 15th day of May, 2019 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

1 Coach Initial: JN Admin Initial: AK

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 1st day of July, 2019 and terminating without further notice to COACH on the 30th day of June, 2020 unless extended under the terms of this agreement.

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

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$46,771 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

2 Coach Initial: JAL Admin Initial: AA

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 985
- 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

3 Coach Initial: JW Admin Initial: AA

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.

5 Coach Initial: JN Admin Initial: JA

- (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 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by UNIVERSITY (see Bylaw 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of 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 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

10.3 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.

10.4 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

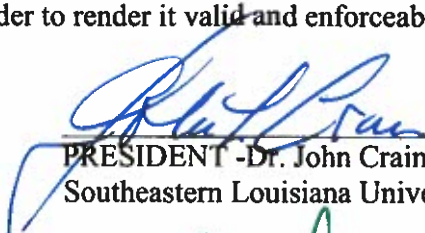
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible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

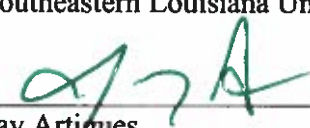
14.0 Force Majeure

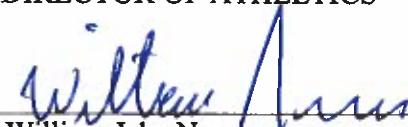
Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, 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.

 6/8/19
 _____ Date
 PRESIDENT - Dr. John Crain
 Southeastern Louisiana University

 5/30/19
 _____ Date
 Jay Artigues
 DIRECTOR OF ATHLETICS

 6/3/19
 _____ Date
 William Jake Narro
 HEAD GOLF COACH

 6/3/19
 _____ Date
 PRESIDENT
 LION ATHLETICS ASSOCIATION

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

SECRETARY - BOARD OF SUPERVISORS

11 Coach Initial: SN Admin Initial: JA

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 William Jake Narro 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.

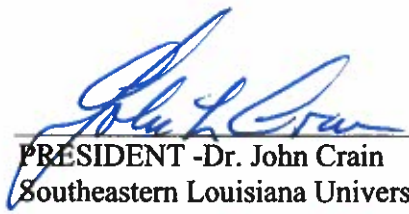
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head GOLF Coach in the amount as per paragraph 4.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

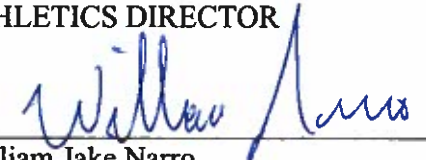
The Lion Athletics Association and Head GOLF Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

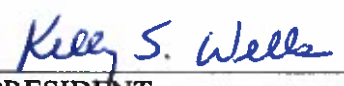
Entered into this _____ day of _____, 20__.

12 Coach Initial: JZL Admin Initial: AP

 6/4/19
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 5/30/19
Jay Artigues Date
ATHLETICS DIRECTOR

 6/3/19
William Jake Narro Date
HEAD GOLF COACH

 6/3/19
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

June 27, 2019

Item H.11. University of Louisiana at Lafayette's request for approval of a contractual amendment with Mr. Lance Key, Soccer Coach, effective January 1, 2019.

EXECUTIVE SUMMARY

The University and the Coach entered into the original agreement effective January 1, 2019. However, the contract originally stated that the annual salary was \$80,000 a year, and incorrectly stated the monthly amount was \$666,000.67. The correct amount is \$6,666.76 per month.

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 Louisiana at Lafayette's request for approval of a contractual amendment with Mr. Lance Key, Soccer Coach, effective January 1, 2019.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

P. O. Drawer 41008
Lafayette, LA 70504-1008
(337) 482-6203
Fax: (337) 482-5914
e-mail: president@louisiana.edu

June 6, 2019

Université des Acadiens

H 11

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

Dear Dr. Henderson:

This is to request approval of the attached amended contract between the University of Louisiana at Lafayette and Mr. Lance Key, Head Soccer Coach.

Please place this item on the agenda for the June 2019 meeting of the Board of Supervisors for the University of Louisiana System.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie
President

svc

Attachment

**FIRST AMENDMENT TO
CONTRACT FOR EMPLOYMENT
HEAD SOCCER COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment”) is made and effective the 1st day of January, 2019 (“Effective Date”), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”), represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and LANCE KEY (“Coach”). The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment shall have the same meaning as in the Agreement. This Amendment is subject to the approval of the Board; therefore the terms and conditions set forth in this Amendment shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2019 for Coach to be employed as University’s Head Soccer Coach under the terms and conditions set forth therein (the “Contract”);

WHEREAS, the parties now desire to amend the Contract; and

WHEREAS, the parties wish to make such Amendment effective as of January 1, 2019.

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

1. Delete Section 4(a) in its entirety and replace with the following:

In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Eighty Thousand Dollars and NO/100 (\$80,000.00), payable in equal monthly installments of Six Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$6,666.67) on the last day of each month (“Base Salary”). The compensation paid shall be subject to the same payroll deductions that apply to University’s non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

2. All other terms and conditions of the Contract shall remain in full force and effect.
3. This Amendment shall be effective as of the Effective Date identified in the first paragraph of this Amendment.

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment on the dates indicated below.

**Board of Supervisors of the
University of Louisiana System**

Lance Key, Coach

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

Date

6/4/19

Date

6/3/19

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of June, 2019.

Secretary of the Board of Supervisors for the
University of Louisiana System

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.12. University of Louisiana at Monroe's request for approval of a contract with Mr. Richard Scott McDonald, Athletic Director, effective July 1, 2019.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2022, Athletic Director's annual salary is \$180,000. The agreement also stipulates that the University of Louisiana at Monroe Athletic Foundation (ULMAF) will pay Athletic Director a premium benefit of \$54,000 per year for his role as a fund raiser for the ULMAF; \$500/month vehicle allowance; membership at a local country club; and \$5,000 annually to be used at his discretion as it relates to his duties as Athletic Director.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe's request for approval of a contract with Mr. Richard Scott McDonald, Athletic Director, effective July 1, 2019.



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209
P 318.342.1010 | F 318.342.1019

June 11, 2019

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

H 12

Dear Dr. Henderson,

The University of Louisiana Monroe (ULM) requests approval of Mr. Scott McDonald as the ULM Director of Athletics effective July 1, 2019.

Mr. McDonald, currently ULM's Chief Administrative Officer and Interim Athletic Director, will be replacing Mr. Nick Floyd who resigned as Director of Athletics September 3, 2018. A national search was conducted through HigherEd.com and the ULM Human Resources employment opportunities site beginning May 15th for an individual that possessed the necessary qualifications, skills, and background. A total of 17 applications were received and seven (7) candidates were carefully reviewed by the search committee for consideration; two were selected to move forward for formal interviews.

Following the Zoom interview with Mr. Kent Hegenauer, the Senior Associate Athletic Director at the University of Southern Mississippi and the on-campus interview of Mr. Scott McDonald, ULM's Chief Administrative Officer and Interim Athletic Director, the search committee weighed the pros and cons of each candidate.

On Tuesday June 11th, I conducted personal interviews with each candidate--Mr. Hegenauer by "Zoom" and Mr. McDonald in person.

The search committee unanimously felt that Mr. McDonald was the strongest candidate and recommended to me that strong consideration be given to Mr. McDonald for the appointment.

Mr. McDonald has a working knowledge of the university and a strong understanding of the ULM Athletic Department, especially from a financial/business standpoint. His years of service working with the ULM Foundation and the Athletic Foundation and serving on numerous athletic search committees has given Mr. McDonald a broad view of this new position he will assume. His year of serving as the Interim Director has brought some continuity and stability to the department. His 20+ years in the banking and financial industry will be invaluable when developing and allocating budgets/funding within the athletic department.

Thank you for your consideration of our request.

Sincerely,

Nick J. Bruno, Ph.D.
President

#TAKEFLIGHT

**CONTRACT OF EMPLOYMENT
DIRECTOR OF ATHLETICS**

STATE OF LOUISIANA

PARISH OF OUACHITA

This agreement is made and entered into on this 13TH day of June, 2019, between the **University of Louisiana at Monroe** (hereafter referred to as "UNIVERSITY") and through its President, and **Richard Scott McDonald** (hereafter referred to as "[MCDONALD]"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "Board"), the management board for the University of Louisiana at Monroe, and therefore the terms and conditions set forth in this agreement are not binding upon the parties until approval of the Board is obtained. The **ULM Athletic Foundation** (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by FOUNDATION.

1.0 Employment and Duties

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

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

1.3 MCDONALD shall represent UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on UNIVERSITY or its athletics program.

1.4 MCDONALD shall manage and supervise the athletics program, including directing, managing, and supervising all personnel in the Athletics Department in an effective manner to achieve the goals and objectives for the Athletics Department as established by the President in consultation with MCDONALD, and shall perform such other duties in the University's athletic program as the President may reasonably assign.

1.5 MCDONALD shall not appear on any television, radio or internet program or advertisement not authorized by the UNIVERSITY without prior written approval of the UNIVERSITY except routine news media interviews for which no compensation is received.

1.6 MCDONALD shall inform the President of all work-related and non-work related absences from campus (i.e., recruiting trips, fund-raising activities, annual leave requests, etc.)

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

- a. Being fully knowledgeable of and ensure the Athletics Department and Athletics Department's personnel abide by and comply with all current and future University and affiliated Conference policies, rules, and regulations. MCDONALD shall use his best efforts to ensure institutional control of the Athletics Department by developing, implementing, and maintaining a vigorous and effective program for complying with and enforcing all applicable NCAA and Conference rules and regulations. In the event that MCDONALD has knowledge of, or has reasonable cause to believe, that violations of UNIVERSITY policies, laws, or governing athletic rules have taken place, MCDONALD shall inform the President as well as take all necessary measures to bring UNIVERSITY in compliance, to report violations as required by NCAA and Conference, and to take action to prevent a reoccurrence of such violations.
- b. Working in cooperation with and in support of the President, the faculty, and other administrative officials in meeting academic requirements for student-athletes as established by the President in consultation with MCDONALD.
- c. Using his best efforts to ensure that student-athletes conduct themselves in a manner that will reflect a positive image at all times during their tenure as participants in UNIVERSITY'S athletic programs.

- d. Provide an environment for admissions, financial aid, academic eligibility, and recruiting be conducted properly; and shall assist in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable NCAA and Conference rules.
- e. Taking appropriate actions to ensure that the academic performance of all UNIVERSITY sports teams meet or exceed the NCAA academic progress standards.
- f. Developing and implementing an evaluation system for coaches and administrative staff. Evaluations are to be performed at a minimum of once a year.
- g. Requiring and using his best efforts to ensure that the activities and operations of the Athletics Department comply with all applicable state and federal laws and UNIVERSITY policies concerning intercollegiate athletics, including without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. §1981 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 1201, *et seq.*, and all state and federal non-discrimination laws.
- h. Developing, implementing, and maintaining a Strategic Plan for Athletics to include short, intermediate, and long term plans in consultation with the President.
- i. Choosing teams and scheduling intercollegiate athletic games and directing means of travel to be employed by team members and coaching staff, hotel, food accommodations, and size and content of travel squad and party; and ensuring that all such activity is conducted in compliance with applicable University policies and procedures.
- j. Overseeing the game ticket distribution system and using his best efforts to ensure that such system is managed and conducted in a manner that results in accurate accounting of the distribution and receipt of revenue from ticket sales.
- k. Monitoring all athletically-related contracts in which the UNIVERSITY is a party, including but not limited to pouring rights, multi-media and sponsorships, signage, guarantee games, athletic facility concessions, apparel, ticketing, licensing and trademarks, etc., and using his best efforts to ensure that any funds, including revenues and royalties, and issued to the UNIVERSITY in accordance with the applicable contract, and that such funds are properly deposited with the UNIVERSITY.
- l. Adhering to and carrying out other directives and responsibilities as may be given by the President from time to time.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing on July 1, 2019 and ending without further notice to MCDONALD on June 30, 2022, unless sooner terminated or extended under the terms of this agreement.

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

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

3.0 University Compensation

3.1 In consideration of MCDONALD's services and satisfactory performance of this agreement while employed in the position of Director of Athletics, UNIVERSITY shall pay MCDONALD a base annual salary of \$180,000 during the term of this agreement, payable on a bi-weekly basis.

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

3.3 The University does not guarantee amounts due from the University under this contract beyond the current year of performance. Should the contract be terminated for any reason amounts due shall be determined in accordance with Section 9.0 of this contract.

4.0 Supplements (FOUNDATION'S Obligations)

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

- a. \$54,000 annually to be made in equal monthly payments for MCDONALD'S role as a fundraiser for ULM Athletics.
- b. \$500 monthly vehicle allowance. The UNIVERSITY has no obligation whatsoever to furnish a vehicle to MCDONALD nor any vehicle insurance, maintenance, or mileage reimbursement.
- c. Membership at a local country club.
- d. \$9000 annually for use by MCDONALD at MCDONALD'S discretion as it relates to MCDONALD'S duties as Director of Athletics.

4.2 MCDONALD accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made and supplements provided made to MCDONALD from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments or supplements, and MCDONALD shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate information return to MCDONALD and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

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

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

agreement, and any and all acts and/or omissions of MCDONALD in the performance of the independent contractor / fundraiser services for the FOUNDATION.

5.0 Employee Benefits

5.1 MCDONALD 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 MCDONALD'S base annual salary as provided by the UNIVERSITY.

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

6.0 Outside Income and/or Benefits

6.1 MCDONALD may receive income, revenue, and benefits from outside sources while employed by the UNIVERSITY upon approval from the UNIVERSITY President and in accord with University and Board policies governing outside employment, but such activities are independent of MCDONALD'S UNIVERSITY employment and the UNIVERSITY and the BOARD shall have no responsibility or liability for any claims arising therefrom. Such outside activities shall not interfere with the full and complete performance by MCDONALD of MCDONALD'S duties and obligations as a UNIVERSITY employee, recognizing that MCDONALD'S primary obligations lie with the UNIVERSITY and its students. Notwithstanding the above or anything else herein to the contrary, if MCDONALD receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than from UNIVERSITY, MCDONALD must report all such income or benefits to the UNIVERSITY President in writing at least annually by July 1. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the UNIVERSITY (see NCAA Bylaw 11.2.2.)

7.0 Compliance with Law, Policy, and Regulations

7.1 MCDONALD shall abide by the rules and regulations of the NCAA, Conference, UNIVERSITY, and BOARD. MCDONALD understands, acknowledges, and agrees that MCDONALD has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3); and that if COACH is found to be in violation of NCAA regulations, MCDONALD shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

8.0 Athletic Department Staff

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

9.0 Termination

9.1 Either party may terminate this agreement *without* just cause prior to the expiration of its terms by giving thirty (30) days' written notice to the other party. All compensation, including salary, supplements, benefits, and other remuneration incidental to employment, cease upon termination.

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

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

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

- a. Misconduct, defined to include but not be limited to engaging in conduct which: (i) displays a serious disrespect or disregard for the mission of the University, (ii) brings MCDONALD into substantial public disrepute, contempt, scandal, ridicule

sufficient to materially impair MCDONALD'S ability to perform the obligations contained herein without material adverse impact on the athletic program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Director of Athletics as a visible representative of the UNIVERSITY.

- b. Substantial and manifest incompetence.
- c. Violation or gross disregard of state or federal laws.
- d. Significant or repetitive violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- e. 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 MCDONALD no longer retain the position of Director of Athletics.
- f. Prolonged absence from UNIVERSITY without UNIVERSITY'S consent.
- g. Poor performance evaluation by President not corrected within a reasonable period of time, as determined by UNIVERSITY, following notice to MCDONALD.
- h. Failure to administer the athletics department in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of UNIVERSITY or Board.
- i. Any cause adequate to sustain the termination of any other UNIVERSITY employee of the Director of Athletics classification.

9.5 UNIVERSITY may cancel this Agreement at any time due to the financial circumstances in which the UNIVERSITY and/or the University of Louisiana System has declaration of financial exigency, or a determination by the Board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with UNIVERSITY policy and procedures. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, MCDONALD will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

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

10.0 University Fundraising

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

11.0 Miscellaneous

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

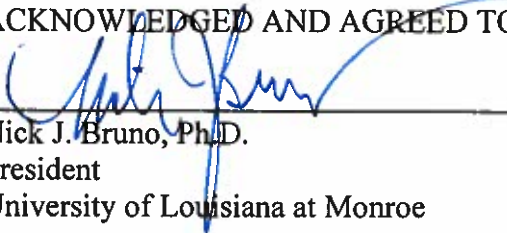
11.2 Force Majeure. Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and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

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

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

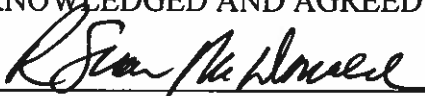
11.5 Entire Agreement. This single Contract of Employment shall become the agreement between the parties supplanting any and all previous other oral or written agreements, letters of appointments, and/or memoranda of understanding regarding any of the matters or things provided for or hereinabove discussed and mentions. This Contracts of Employment may be amended only in writing, signed and agreed to by the parties, and approved by the Board.

ACKNOWLEDGED AND AGREED TO BY:




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

ACKNOWLEDGED AND AGREED TO BY:



Richard Scott McDonald
Director of Athletics
University of Louisiana at Monroe

ACKNOWLEDGED AND AGREED TO ON BEHALF OF THE
UNIVERSITY OF LOUISIANA AT MONROE ATHLETIC
FOUNDATION, INC. AS TO THE OBLIGATIONS INCURRED
HEREIN BY THE FOUNDATION



Ron Bush
President
ULM Athletic Foundation

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

Dr. James B. Henderson
President
University of Louisiana System

Richard Scott McDonald
709 Fortune Dr.
Monroe, LA 71203
(Cell) 318-348-8062
scottmac32@aol.com

Professional Experience

University of Louisiana Monroe – Monroe, LA July 2018 – present

Chief Administrative Officer and Interim Athletic Director

Responsible for Physical Plant, Grounds, Facilities, and Division 1 Athletic Department

BancorpSouth – Monroe, LA January 2018 – July 2018

Executive Vice President

Responsibilities included facility management, retail banking management and market development. As Ouachita Independent Bank was purchased by BancorpSouth, I was part of the executive Management team overseeing transition and bank conversion.

Ouachita Independent Bank-Monroe, LA 2006- January 2018

Executive Vice President and Chief Retail Officer

Responsibilities included leadership of Retail Division, Strategic Planning, Product Development, Market Development, Marketing, Human Resources, Training, Private Client Services, Ecommerce and Website Management, Mortgage Company, OIB Financial Services (brokerage), Corporate Communications and Security.

Accomplishments

- Deposits grew 113% from 2006 through 2017 while Cost of Funds declined from 2.29% to .44% during the same time period.
- OIB continued to experience growth and strong profitability even through 4-year pending bank merger.
- Deposit market share increased in all three city markets from 2006 through 2017.
- Created, developed and implemented new employee orientation training and product training.
- Identified and implemented applicant screening test effectively cutting turnover by 21%.
- Changed product mix, marketing approach and branch structure to fuel record growth in deposits, loans, new customers and profits.
- Worked with vendors to create new website. OIB's website was the first community bank in north LA to begin opening deposit accounts online.
- Opened five new branches and two new Loan Production Offices in three distinctly new market areas.
- Created and published bank's first Annual Report booklet.
- Bank achieved record profitability, ROA and ROE during tenure.
- OIB was ranked in SNL Financial's "Top 40 Best Performing Banks in America" in both 2011 and 2012.

Student Loan Finance Corporation-Aberdeen, SD 2005-2006

Vice President

Recruited, hired and trained new sales force.

Accomplishments

- Established a strategic plan for a national sales program.
- Exceeded first year sales goals by more than 26%.

AmSouth Bank – Birmingham, AL 2001-2005

City President

Responsible for the bank operations in Northeast Louisiana. Includes officer and non-officer staff of sixty. P&L responsibility for region that includes commercial, business, retail and mortgage lending.

Accomplishments

- City market has moved from bottom 10% to top 40% in first year.
- Recruited, hired and trained 8 new middle and senior level management staff.
- City market reached quarterly goals for the first time.
- Originally hired as Group Sales Manager and was promoted to City President in sixty days.

USA Education, Inc. (Sallie Mae) – Reston, VA 2000-2001

Regional Executive

Sales management responsibilities for seven states in the southern region of the United States. These responsibilities included leadership of eight sales professionals and one administrative staff member.

Accomplishments

- Chosen to lead integration of USA Group and Sallie Mae regional sales staff.
- Selected to manage southern region for new combined sales staff.
- Exceeded sales goal for the region.

USA Group Inc. – Indianapolis, IN 1989-2000

Vice President 1998-2000

Vice President of Marketing/Sales for the southern region of the United States. Responsibilities include strategic planning, sales, sales management, product development and business unit P&L. Led 16 sales professionals and administrative staff in the region.

Accomplishments

- Exceeded billion-dollar sales volume goal each of the three years in under my leadership.
- Created, developed and implemented sales plan for southern region (USA Group's largest volume region).
- Completed restructure of sales staff with the recruitment and training of six new staff members.
- Chosen by Executive Management to create and implement Marketing Division diversity plan.

- One of twenty-two officers chosen by Executive Management to work with consultants during a four-month business evaluation project. Extensive research, planning, and formal presentations to Executive Management was required and delivered.

Vice President – Secondary Market Services, Inc. (Subsidiary of USA Group) 1995-1998

Accomplishments

- Selected to create and develop new marketing and sales staff for start up secondary market.
- Recruited, hired, and trained nine salespeople to represent organization to lenders nationwide.
- Exceeded loan acquisition goals all four years of leadership. Annual acquisitions grew from \$230 million to more than \$1 billion by 1998. USA Group Secondary Market Services became the nation's second largest student loan market during that period.
- Negotiated three-year loan acquisition contract with First Chicago NBD valued at more than \$325 million during contract term.
- Assisted in the negotiation of acquisition contract with Bank One valued at \$1 billion over five years.
- Planned and implemented a referral program for financial institutions that grew from 30 lenders to more than 250 lenders.

Director – Southern and Midwest Regions 1993-1995

Accomplishments

- Developed and managed successful execution of innovative sales and marketing strategies targeted at financial institution in the southern and Midwest regions of the United States.
- Consistently exceeded multimillion-dollar sales goals. Increased customer base and established new sales team.

Marketing Manager – Southern Region 1991-1993

Continued development of region while adding staff responsibilities. Met and exceeded all state goals and objectives.

Senior Marketing Representative – Southern Region 1989-1991

Recruited to open new market areas in southern region of the United States. Created and implemented sales strategies that resulted in record number of new clients and volume.

Education

- University of Louisiana at Monroe – Bachelor of Business Administration Marketing 1983.
- University of Louisiana at Monroe – Completed 15 hours post-graduate study in Business Administration 1984.
- Louisiana State University- 2010 Graduate of the Graduate School of Banking.
- Indiana University Kelley School of Business – Strategic Leadership certification.
- University of Indianapolis – Completed post-graduate classes in “Negotiation Tactics” and “Sales Management”.

Professional Development

- Numerous Sales Techniques and Sales Management seminars and workshops.
- Featured speaker at several industry workshops, seminars and training sessions.
- Created and written speeches for politicians at local, state and national levels.

Activities

- Chairman of ULM Facilities Corporation.
- Board of Trustees Member-ULM Athletic Foundation.
- Board of Trustees Member-ULM Foundation.
- Chairman of ULM Athletic Director Search Committee.
- Chairman of ULM Head Baseball Coach Search Committee.
- Member of ULM Head Football Coach Search Committee.
- ULM football radio broadcast team-Color Analyst.
- Past President of ULM "L" Club.
- Winner of "Slim" Scoggin Award-ULM Athletic Foundation.
- Past Chairman of Monroe Chamber of Commerce.
- Past member of Red Cross of Northeast LA Executive Board of Directors.
- OIB Financial Services Board of Directors.
- Bankers Mortgage Center Board of Directors.
- Past member of school boards for St. Frederick High School and Quest School.
- Member of Spring Hill College Parent Advisory Council.

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.13. University of New Orleans' request for approval of a contract with Mr. Mark Slessinger, Head Men's Basketball Coach, effective July 1, 2019.

EXECUTIVE SUMMARY

Under this seven-year agreement, through June 30, 2026, Coach will earn \$152,000 annually. In addition to the salary, Coach will receive an annual supplement of \$5,000 for performance of all multi-media obligations and an additional annual supplement of \$5,000 for performance of all public appearance obligations, funded by the University of New Orleans Foundation. Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- \$3,500--Conference Regular Season Championship
- \$5,000--Conference Tournament Championship and Automatic Bid to the NCAA Tournament
- \$5,000--Each win in NCAA Tournament
- \$20,000--Team advances to the Final Four
- \$50,000--NCAA National Championship
- \$2,500--Bid to the NIT Tournament
- \$2,500--Each win in NIT Tournament
- \$2,500--Conference Coach of the Year
- \$2,500--NCAA Single Year Academic Progress Rate of 965 or greater and no penalties

If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the base salary (excluding supplements) that he would have earned during the remaining term of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be solely funded by the University of New Orleans Foundation. If Coach should gain other employment during the period of the contract, the amount due Coach will be reduced by the amount of compensation received from other employment. In the event Coach terminates the agreement without cause to accept a Division 1 head coaching position at another institution, Coach or new employer would be liable to the University for liquidated damages in the amount of \$50,000.

The University and the University of New Orleans 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 the University of New Orleans' request for approval of a contract with Mr. Mark Slessinger, Head Men's Basketball Coach, effective July 1, 2019.*



H 13

THE UNIVERSITY of
NEW ORLEANS

OFFICE OF THE PRESIDENT

April 25, 2019

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

Re: Employment Contract for the Men's Head Basketball Coach

Dear Dr. Henderson,

I am requesting approval of an employment contract for the Men's Head Basketball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**CONTRACT OF EMPLOYMENT
HEAD MEN'S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of July 2019, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation") and Mark Slessinger (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

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

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

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

2.0 Term

2.1 The term of this agreement is for a fixed period of seven (7) years, commencing on the 1st day of July, 2019, and terminating without further notice to COACH on the 30th day of June, 2026 unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$152,000, payable on a biweekly basis.

3.2 COACH will receive an annual cost of living increase of 3.5% to annual base salary. Coach may be eligible for merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

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

4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The supplements set forth in Subsection 4.1.1 and Subsection 4.1.2 shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll. The potential annual supplements are as follows:

4.1.1 Multi-Media Supplement. COACH will receive annual supplement salary compensation of \$5,000 for performance of all multi-media obligations as directed by the Director of Athletics including but not limited to radio shows, television shows, corporate partner solicitation meeting and special event appearances.

4.1.2 Public Appearance Supplement. COACH will receive annual supplement salary compensation of \$5,000 for performance of all public appearance obligations as directed by the Director of Athletics including but not limited to Privateer Club events, Foundation events, UNO Alumni Association events, community outreach initiatives, and department fundraising events.

4.1.3 Tickets: COACH will receive up to forty (40) men's basketball tickets per season. COACH will receive four (4) baseball season tickets per season.

4.1.4 Vehicle: COACH will receive use of a courtesy vehicle as provided by the University or a University partner. Should the University not provide a courtesy vehicle, COACH will receive an annual vehicle allowance of \$7,200 dispensed monthly. In addition, University will provide COACH with an annual vehicle allowance pool of \$18,000 which can be distributed to his three (3) full time assistant coaches at his discretion with approval of the Director of Athletics.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual performance incentives are as follows:

4.2.1 Academic Progress: When the men's basketball program achieves a one-year APR (Academic Progress Rate) score of 965 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a Two Thousand Five Hundred Dollar (\$2,500) in performance incentive will be provided to COACH and a Five Hundred Dollar (\$500) in performance incentive will be provided to each full-time men's basketball assistant coach. This is applicable to each year of the agreement. Should the men's basketball program receive an APP post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

4.2.2 Athletics Success

4.2.2.1 When the men's basketball team wins a conference regular season championship, COACH will earn a one-time performance incentive of \$3,500. Each full-time assistant coach will earn a one-time performance incentive of \$750. This is applicable to each year of the agreement.

4.2.2.2 When the men's basketball team wins a conference tournament championship and, consequently, an automatic bid into the NCAA Men's Basketball Championship Tournament, COACH will earn a one-time performance incentive of \$5,000. Each full-time assistant coach will earn a one-time performance incentive of \$1,000. This is applicable to each year of the agreement.

4.2.2.3. When the men's basketball team wins a conference tournament championship, receives an automatic bid into the NCAA , Men's Basketball Championship Tournament, COACH will earn a one-year extension to this contract. . This is a one-time extension and will not be applicable once the one-year extension has been earned by COACH.

4.2.2.4 For each victory in the NCAA Men's Basketball Championship Tournament, COACH will earn an additional performance incentive of \$5,000. Each full-time assistant coach will earn a performance incentive of \$1,000. This is applicable to each year of the agreement.

4.2.2.5 When the men's basketball team advances to the FINAL FOUR, COACH will earn a one-time performance incentive equal to \$20,000. Each full-time assistant coach will earn a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.

4.2.2.6 When the men's basketball team wins the national championship, COACH will earn a one-time performance incentive equal to \$50,000. Each full-time assistant coach will earn a one-time performance incentive of \$10,000. This is applicable to each year of the agreement.

4.2.2.7 When the men's basketball team receives a bid into the post-season Men's National Invitation Tournament (NIT), COACH will earn a one-time performance incentive equal to \$2,500. For each victory in the post-season National Invitation Tournament (NIT), COACH will earn an additional one-time performance incentive equal to \$1,500. Each full-time assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.

4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Men's Basketball Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. This is applicable to each year of the agreement.

5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of Coach and the men's basketball program. Coach may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director of Athletics or the University President.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University men's basketball program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University men's basketball program, the following shall apply

6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his University men's basketball operating budget, or a combination of the three, at his discretion.

6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.

6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.

6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.

6.2 If camps are operated as a private event, 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.

6.2.1 COACH shall be permitted to use the Lakefront Main Arena for a period of two (2) weeks each year and the auxiliary gymnasium for three (3) weeks each year. Any additional usage must be approved by the University President, Director of Athletics and General Manager of Lakefront Arena.

6.2.2 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.

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

6.2.4 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:

6.2.4.1 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.

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

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

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

6.2.7 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.

6.2.8 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.

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

7.0 Employee Benefits

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

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.)

9.0 Apparel, Equipment Endorsements

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director of Athletics. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through endorsements

of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

11.0 Men's Basketball Staff

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

12.0 Termination

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

12.2 COACH may be terminated by the Director of Athletics at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be

exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

12.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned during the remaining term of the contract and any performance incentives earned as of the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause to accept a Division I head coaching position at another institution, UNO will be entitled to liquidated damages paid by COACH or new employer equal to \$50,000.

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination. If COACH terminates this agreement for any other reason than becoming employed as a Division 1 head basketball coach, including without limitation, retirement, health or personal reasons, disability, employment in another profession, then COACH shall have no responsibility, obligation, or liability to the University.

12.4 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a 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 salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment.

13.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Director of Athletics, or his/her designee, to ensure that such activities are in compliance with University policies. Director of Athletics may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to his sport.

14.0 Severability

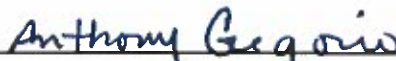
If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

15.0 Force Majeure

No 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.



PRESIDENT, UNIVERSITY OF NEW ORLEANS



PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



DIRECTOR OF ATHLETICS,

UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

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

PRESIDENT - ULS

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

ATHLETIC COMMITTEE

June 27, 2019

Item H.14. University of New Orleans' request for approval of a contract with Mr. Timothy Duncan, Director of Athletics, effective June 1, 2019.

EXECUTIVE SUMMARY

Under the proposed four-year agreement effective through June 30, 2023, the Director's salary for each year is \$155,000. During the time of employment as Director, he will have the opportunity to receive the following earned salary supplements/incentives, which shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements/incentives shall be funded by the University of New Orleans Foundation, but only with funds available through Department of Athletics restricted accounts and paid through University payroll. The potential supplements/incentives are as follows:

- \$5,000 per year in the event that the final Academic Progress Rate Report issued by the NCAA does not penalize any sport.
- A maximum amount of \$25,000 per fiscal year for supplemental compensation based on increasing athletics related revenue as detailed in the contract.
- Director will receive supplemental compensation for athletic performance and post-season appearances according to the following benefit schedule. The maximum amount for supplemental compensation based on athletic performance and post-season appearances will not exceed a maximum of \$25,000 per fiscal year for all categories and all sports combined.

Category I: Men's Basketball

Regular Season Conference Championship	\$2,500
NIT Berth	\$2,500
NCAA Tournament Participation	\$5,000
NCAA Tournament Win (each win)	\$5,000

Category II: Baseball and Women's Basketball

Regular Season Conference Championship	\$2,500
NIT Berth (Women's Basketball)	\$2,500
NCAA Tournament Participation	\$2,500
NCAA Tournament Win (each win)	\$2,500

Category III: All Other Sports

Regular Season Conference Championship	\$1,500
NCAA Tournament Participation	\$1,500
NCAA Tournament Win (each win)	\$1,500

Category IV: Commissioner's Cup

1 st Place in the Conference Commissioner's Cup Competition	\$2,500
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In the event Director is terminated without cause, he shall only be entitled to receive an amount equal to the base salary for a period of one year or until the employment term expires, whichever is earlier. If Director should gain other employment during the period of the contract, the amount due Director will be reduced by the amount of compensation received from other employment. The University will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of New Orleans Foundation.

The University and the University of New Orleans 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 the University of New Orleans' request for approval of a contract with Mr. Timothy Duncan, Director of Athletics, effective June 1, 2019.*



H 1 4

THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

April 18, 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,

The University of New Orleans requests approval to hire a replacement for the Director of Athletics. Timothy A. Duncan was selected by a committee through a national search.

Thank you for your consideration.

Sincerely,

John W. Nicklow
President

**CONTRACT OF EMPLOYMENT
DIRECTOR OF ATHLETICS**

STATE OF LOUISIANA

PARISH OF ORLEANS

THIS AGREEMENT made and entered into on this 18th day of April, 2019 between the University of New Orleans through its President, Dr. John Nicklow, and the University of New Orleans Foundation through its President, Anthony Gregorio, and Timothy Duncan (hereinafter referred to as "Duncan"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans. Therefore, the terms and conditions set forth in this agreement shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, the University of New Orleans desires to utilize the services of Timothy Duncan as Director of Athletics of the University's Intercollegiate Athletics program under the terms and conditions as set forth herein; and

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

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

1.0 Employment

1.1 The University of New Orleans (the "University") does hereby employ Duncan as Director of Athletics and Duncan does hereby accept employment and agrees to perform all of

the services pertaining to the University of New Orleans Intercollegiate Athletics Program, which are required of Duncan, as well as other services as may be contemplated hereunder, all as prescribed by the University through its President.

1.2 Duncan shall be responsible, and shall report, directly to Dr. John Nicklow, the University's President (the "President") or his successor, and shall confer with the President or his designee on all administrative and technical matters.

1.3 Duncan shall manage and supervise the athletic program and shall perform such other duties in the University of New Orleans' athletic program as the President may assign.

1.4 Duncan agrees to represent the University of New Orleans positively in public and private forums and shall not engage in conduct that reflects adversely on the University of New Orleans or its athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period of four (4) years, commencing on the 1st day of June 2019, and terminating without further notice to Duncan on the 30th day of May 2023, unless extended under the terms of this agreement.

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

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

3.0 Compensation

3.1 In consideration of Duncan's services and satisfactory performance of this agreement, the University of New Orleans shall pay Duncan an annual gross salary of \$155,000,

payable on a biweekly basis.

3.2 Duncan may be eligible for cost of living or merit pay increases in addition to the stated base salary as may be granted by the University. Duncan will also be subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 Should this contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 9.

4.0 Supplements/Incentive Compensation

4.1 During the time of employment as Director, Duncan will have the opportunity to receive the following earned salary supplements/incentives. The supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements/incentives shall be funded by the University of New Orleans Foundation but only with funds available through Department of Athletics restricted accounts and paid through University payroll. The potential supplements/incentives are as follows:

4.1.1 Duncan will receive supplemental compensation equal to Five Thousand dollars (\$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. Likewise, and in addition, each Associate Director of the Intercollegiate Athletics Department will receive supplemental compensation equal to Five Hundred dollars (\$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 University of New Orleans Foundation by way of the University's Payroll Office but only with funds available through Department of Athletics restricted accounts.

4.1.2 Duncan will receive a vehicle allowance equal to Six Hundred dollars (\$600.00) per

month throughout term of the contract. If a courtesy vehicle is provided to Duncan by the Department of Athletics, the vehicle allowance may be suspended for a period during which courtesy vehicle is provided to Duncan.

4.1.3 Duncan will receive supplemental compensation according to the following benefit schedule for increasing athletics related revenue, defined as but not limited to: gifts to the Athletics Department's annual fund, major gift funds, including signed multi-year pledges, endowed funds, corporate sponsorships, ticket sales, royalties, certain venue rentals, and apparel sales. Athletics related revenue does not include game guarantees. Supplemental compensation will be determined by the amount of revenue generated over the previous fiscal year-end total. The maximum amount for supplemental compensation based on athletics related revenue will not exceed a maximum of \$25,000 per fiscal year. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the University of New Orleans Foundation by way of the University's Payroll Office but only with funds available through Department of Athletics restricted accounts.

\$100,000 overall increase of Athletic Related Revenue	\$2,500
\$250,000 overall increase of Athletic Related Revenue	\$5,000
\$500,000 overall increase of Athletic Related Revenue	\$7,500
\$1,000,000 overall increase of Athletic Related Revenue	\$15,000
\$2,000,000 overall increase of Athletic Related Revenue	\$25,000

4.1.4 Duncan will receive supplemental compensation for athletic performance and post-season appearances according to the following benefit schedule. The maximum amount for supplemental compensation based on athletic performance and post season appearances will not exceed a maximum of \$25,000 per fiscal year for all categories and all sports combined. Each supplemental compensation disbursement shall be subject to the standard federal and state withholdings and shall be funded by the University of New Orleans Foundation by way of the

University's Payroll Office but only with funds available through Department of Athletics restricted accounts.

Category I: Men's Basketball

Regular Season Conference Championship	\$2,500
NIT Berth	\$2,500
NCAA Tournament Participation	\$5,000
NCAA Tournament Win (each win)	\$5,000

Category II: Baseball and Women's Basketball

Regular Season Conference Championship	\$2,500
NIT Berth (Women's Basketball)	\$2,500
NCAA Tournament Participation	\$2,500
NCAA Tournament Win (each win)	\$2,500

Category III: All Other Sports

Regular Season Conference Championship	\$1,500
NCAA Tournament Participation	\$1,500
NCAA Tournament Win (each win)	\$1,500

Category IV: Commissioner's Cup

1 st Place in the Conference Commissioner's Cup Competition	\$2,500
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5.0 Employee Benefits

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

6.0 Outside Income Subject to Compliance with Board Rules

6.1 Duncan shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University nor the

Foundation have no responsibility for any claims arising therefrom. Duncan shall be entitled to retain revenue generated from his outside employment in accordance with University policy. All outside income will be subject to approval in accordance with policies of the University of New Orleans and the Board of Supervisors for the University of Louisiana System policies.

6.2 Notwithstanding the above or anything else herein to the contrary, if DUNCAN receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, DUNCAN must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

7.0 Compliance with NCAA, Conference, and University Rules

7.1 DUNCAN and Employer acknowledge and agree that (1) DUNCAN has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

Conference, or University regulations.

7.3 Duncan shall also abide by the State of Louisiana Code of Government Ethics, University policies 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.

8.0 Intercollegiate Athletics Staff

8.1 Duncan shall have the authority to select unclassified personnel upon authorization by the President and approval by the Board of Supervisors for the University of Louisiana System.

9.0 Termination

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

9.2 Duncan may be terminated by the President at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, Duncan will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of Duncan 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.

9.3 The University may terminate this Agreement in the sole and absolute discretion of the President. In the event Duncan is terminated without cause, Duncan shall only be entitled to receive an amount equal to the salary described in Paragraph 3.1 for a period of one (1) year or until

the employment term expires, whichever is earlier. The University will only be liable for any salary under this clause for the remainder of the then current fiscal year. Any balance due and owing beyond the fiscal year shall be provided by the University of New Orleans Foundation, but only with funds available through Department of Athletics restricted accounts. Upon such termination, the University will have no other obligation to Duncan whatsoever.

9.4 In the event of termination without cause, Duncan agrees to actively seek other employment commensurate with his education and experience. In the event Duncan secures other employment, subject to the dual employment laws of Louisiana, then the University shall be required under Paragraph 9.3 to pay Duncan the deficit, if any, between the salary described in Paragraph 3.1 and the salary received by Duncan in his new employment so that for the period described in 9.3 above, Duncan's salary will remain the same. As a condition of receiving any amounts under this Paragraph, Duncan shall provide a monthly compensation report to the University on the first of each month detailing all compensation received and all efforts undertaken to secure employment during the previous month.

9.5 In the event Duncan terminates this Agreement without cause, Duncan shall have no liquidated damages due to the University nor the University of New Orleans Foundation. University nor the Foundation shall not be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Duncan's termination of this Agreement without cause. If Duncan terminates this contract for any reason other than becoming employed as an Athletic Director, including without limitation, retirement, health or personal reasons, disability, or employment in another profession, then Duncan shall have no responsibility, obligation, or liability to the University nor the Foundation.

9.6 Duncan may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has made a 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, Duncan will receive twelve (12) months' notice of termination or twelve (12) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10.0 Fundraising

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

IN WITNESS WHEREOF, Duncan and the duly authorized representatives of University and Foundation have caused this Agreement to be executed on the dates indicated.

For **The University of New Orleans**



Dr. John Nicklow, President


04/18/19
Date

For **Timothy Duncan**



Timothy Duncan

04.18.19
Date



Witness

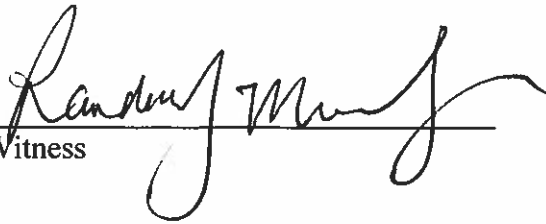
Witness

For **University of New Orleans Foundation**



Anthony Gregorio, President

04/18/19
Date


Witness

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the
_____ day of _____, 2019.

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

Timothy Allen Duncan

45 Eddy Street
West Newton, MA
706-755-7942 Cell
duncantima@gmail.com

SUMMARY OF QUALIFICATIONS

- Professional Administrator and Executive with varied and progressive experience within Intercollegiate Athletics at the Division I and Division II levels, serving as a Director of Athletics at two different institutions and from 2011-2018.
- Previous experience includes 11 years of working for or directly with Fortune 500 companies.
- Areas of experience include Departmental Leadership, Profit and Loss Budget Management, Community Relationships (South Atlanta Metro specifically), Student-Athlete Personal and Professional Enhancement, Strategic Planning, Managing External Affairs (Corporate Sponsorships, Fundraising, Marketing, Game Day Experience, Ticket Sales), Personnel and Human Resources.
- Former Basketball Student-Athlete at Memphis State University (now University of Memphis); 4-year letter winner.

EDUCATION

Grambling State University, Grambling, LA

- Master of Science, Sports Administration (1997).

Memphis State University, Memphis, Tennessee

- Bachelor of Business Administration, Marketing (1992).

PROFESSIONAL EXPERIENCE

Northeastern University, Deputy Athletic Director, External Affairs (2018 to Present)

Serves as the administrative leader of the External Affairs unit of an 18 sport, NCAA Division I program with over 350 student-athletes in the uber-competitive Boston metro market. The External Affairs unit is comprised of six key functional areas (Communications, Corporate Sponsorships, Fundraising, Marketing and Game Day Experience, Ticket Sales and Operations, and Video Production).

- Oversight of the Howlin' Huskies Fund, the Department's unrestricted giving program, which has shown a 482% year-to-date increase.
- Oversight of the Corporate Partnership Program, which has shown a nearly 6% year-to-date increase.
- Led the negotiation with the Aspire Sport Marketing Group to outsource ticket sales and operations, which has led to a 15.85% increase in year-to-date ticket revenue.
- Key member of the team which negotiated a historic increase to its television partnership with the New England Sports Network (NESN), up from 18 to 75 annual broadcasts.
- Key member of the team which negotiated and planned the purchase and installation of the largest collegiate video board in New England.
- Serves as an Executive Producer of the Tales of the Howlin' Huskies, a 4-episode all

access television show (NESN) which highlights the unique stories within Northeastern Athletics.

- Oversaw the revision of the Athletics logo and rebranding campaign which has led to the introduction of Team Stores – a new stream of revenue which has produced over \$10,000 year-to-date.
- Introduced the Howlin' Huskies Fan Committee, which provides fans with direct access to the Department's leadership, and provides a voice to fans regarding marketing and the overall game day experience.

Clayton State University, Director of Athletics (2014 to 2018)

Served as the face of Clayton State University Athletics in the South Atlanta Metro Area (South Fulton, Clayton, Henry, and Fayette Counties) and beyond. Led an 11 sport Athletic Department comprised of 150 Student-Athletes, a staff of 25 coaches and administrators, with an annual budget of approximately \$2.4 Million.

Athletic Program Administration

- Hired four (4) Head Coaches in four years, their results have been:
 - Hired in 2016 - Women's Soccer qualified for the 2016 Peach Belt Conference Tournament.
 - Hired in 2015 - Men's Basketball won the 2017 Peach Belt Conference West Division Title and the 2018 Peach Belt Conference (first at-large NCAA Division II Men's Basketball Championships participant in 15 years).
 - Hired in 2014 - Women's Basketball qualified for the 2016 and 2017 NCAA Division II Women's Basketball Championships.
 - Hired in 2014 - Men's Golf Team won the Southern Tide Tournament in 2017. Student-Athlete qualified for the 2016 & 2017 NCAA Men's Golf Championship.
- Hired multiple administrators including: Sports Information Director, Head Athletic Trainer and Athletics Business Manager.

University Relations

- Reported directly to the University President and was a member of President's Extended Cabinet.
- Maintained an array of internal relationships with the President and University Leadership including: College Deans, University Advancement, Faculty Athletics Representative, and Alumni Association.
- Developed and maintained key relationships with key external partners – Clayton County Board of Commissioners, Clayton, Henry, and Fayette Counties Chambers of Commerce, private business leaders, public officials and members of the University System of Georgia's Board of Regents and staff.

Academic Leadership

- Created the Athletics Academic Committee which includes representatives from University Advising, the Center for Academic Success and the Faculty Athletic Representative.
- Implemented first Student-Athlete recognition events for students with 3.0 grade point averages (GPAs).
- Set the school record with 75 (50%) students earning 3.0 GPAs or higher and 16 students with perfect 4.0 GPAs.

Athletics Development/Revenue Generation

- Served as the primary generator of Athletics Revenue.
- Developed Laker Sports Marketing, the Department's corporate sponsorship program.
- Secured the largest gift in the history of the Athletics Department (\$60,000).
- Increased all streams of revenue by 35% in first two years with improvements in the following:
 - Ticket sales by 47%;
 - Fundraising cash 52%;
 - Number of donors 42%.

Compliance

- Oversaw the development of Student-Athlete Handbook.
- Oversaw the development of monthly rules education meetings.
- Oversaw the NCAA Compliance Blueprint Audit with zero findings.

Facilities and Event Management

- Created a more aggressive rental facility program which aided in the 35% increase in revenue.
- Oversaw the planning and development of the Athletics Center renovation which included locker rooms, athletic training room, weight room and main lobby.

Financial Affairs

- Oversaw and managed all facets of Financial Affairs and Budgeting Process.
- Annually developed the 5 Year Business Plan per the University System of Georgia's requirements.
- Successfully managed a balanced budget the last three fiscal years (2016-2018).

Human Resources

- Recruited, hired, evaluated and provided oversight for Head Coaches and Athletic Staff.
- Collaborated with Head Coaches and Athletic Staff to create annual goals for their respective departments.
- Facilitated quarterly meetings with Department's young professionals (Graduate Assistants, Interns, etc.) and discussed career preparation and advancement.

Student-Athlete Enhancement

- Developed and facilitated the Laker Leadership Academy, a professional development retreat for the Team Captains of each sport.
- Developed the Laker Speaker Series to provide key insights to students from area experts (Mental Health, Nutrition, Dating/Sexual Violence Awareness, Executive Image, etc.).
- Increased Make-A-Wish donation by over 250% year-to-year.

Paine College – Augusta, GA Director of Athletics, (2011-2014)

Effectively managed a department of 250 student-athletes in 10 athletic programs with 25 staff members and an annual budget of \$3.5 million. Reported directly to the President, was a member of President's Administrative Council and provided semi-annual presentations to the Board of Trustees.

- Increased the number of students who attained 3.0 GPAs by 27%.
- Developed the Lion Corporate Partner Program to secure corporate sponsorships.
- Secured first Athletics Endowed Scholarship (\$25,000).
- Secured \$75,000 gift-in-kind donation for the Lucy C. Laney/Silas X. Floyd Wellness Center.
- Secured \$20,000 major gift in support of the football locker room.
- Led the men's program to a third place finish in the 2012 Commissioner's Cup, the highest finish since 2004.
- Men's Golf won the 2012 and 2013 SIAC Golf Classic Championship; Head Coach was named SIAC Coach of the Year.
- Negotiated and secured College's first Licensing Agreement.
- Implemented Online Tickets Sales Agreement, which led to highest ticket sales in athletics history.
- Brought athletics concessions in-house securing 85% more revenue for Paine College.
- Developed the Athletics Budget and balanced the budget for three consecutive years (2011-2014).

University of North Carolina Wilmington – Wilmington, NC Associate Athletics Director, (2011 to 2011)

Managed relationships of 50-100 prospective major gift donors and was responsible for donor identification, cultivation, solicitation and stewardship of individuals with the capability to make gifts of \$25,000 and above. Worked very closely with University Advancement and provided prospect strategy counsel to the Director of Athletics, the University Chancellor and Vice-Chancellor of Advancement.

- Re-secured a \$500,000 gift and secured a \$50,000 gift within the first month in new responsibility.
- Cultivated and solicited a \$250,000 gift for improvements to Trask Coliseum.
- Developed and implemented the Champions Fund, a discretionary fund for the Director of Athletics to utilize for unbudgeted items.

University of North Carolina Wilmington – Wilmington, NC Associate Athletics Director, Development/Executive Director, Seahawk Club (2009 to 2011)

Managed the Student Aid Association (Seahawk Club), the non-profit foundation for the Department of Athletics. Oversaw External Operations and managed seven (7) people in the following business units: Development, Marketing, Corporate Sales and Service, Tickets, and the Seahawk Shop (athletics retail store).

- Raised over \$1 million annually in 2009 and 2010.
- Served on Athletic Director's Senior Athletics Management Team.
- Increased unrestricted giving by 20% (FY 2009-FY 2010).
- Increased percentage of unrestricted donors by 15%.
- Oversaw the development of Dancing with the Wilmington Stars, the largest event fundraiser in athletics history (\$111,000).

University of Memphis, Memphis, TN Executive Director M Club (2007-2009)

Responsibilities included Strategic Planning, Budget Planning and Management, Program Development and Assessment, Marketing Research and Public Relations for Athletic Alumni with over 2,500 former letter winners.

- Successfully identified, cultivated and solicited the largest single gift by a former Student-Athlete in the history of the University of Memphis - \$1,000,000 naming rights deal for the Anfernee "Penny" Hardaway Athletics Hall of Fame.
- Managed a portfolio of 50-75 former student-athletes and donors.
- Planned and executed several yearly high-profile events including M Club Hall of Fame Weekend and M Club All-Sports Reunion.
- Increased M Club revenue by 35% in first year.
- Increased membership by 40% in first year.
- Created a recurring revenue stream for the M Club to alleviate departmental budget constraints.

Other Departmental Responsibilities

- Served as the point person for the planning of the Anfernee "Penny" Hardaway Athletics Hall of Fame including:
 - Created and managed the request for proposal (RFP) process.
 - Selected the internal team to review and interview design companies.
 - Selected the internal team to work as primary decision-makers for Hall of Fame design.

PRStore, Memphis, TN (2006-2007) Franchisee/Managing Partner

- Served as primary new business development officer.
- Devised Marketing Strategies for small business owners to reach their target.

InfraRed Marketing, LLC Winston-Salem, NC (2003-2008) Founder/Managing Partner

- Served as primary new business development officer.
- Developed strategic event plans for Fortune 500 companies to accomplish their Marketing Objectives.

Winston-Salem State University, Winston-Salem, NC (2000-2004) Lecturer

- Served as instructor and lecturer for sports management classes.
- Researched, prepared, and administered course objectives to over 100 sport management majors.

RJ Reynolds Tobacco Company, Winston-Salem, NC (1998-2003) Manager (2003)

- Managed start-up \$13 million Event Marketing program, including, 2 creative agencies, 2 event agencies and successfully managed production of 51 high profile tour events.
- Acquired 1 Million adult consumer names for the Salem Brand database.

Assistant Manager (2001-2002)

- Assisted in managing the execution of a \$70 million event marketing program, including direct management of 1 event agency and indirect oversight of 2 event agencies.
- Achieved operational goals of 1.48 and 3 million adult intercepts in 2001 and 2002.

Sports Marketing Assistant (1998-2000)

- Activated sponsorships at NASCAR Winston Cup and NHRA Winston Drag Racing events by managing two event agencies with over 100 contract employees per week.

- Acquired over 2 million adult consumers in 1999 and 2000.

Russell Corporation, Columbus, GA (1996-1998) Advertising/Promotions and Public Relations Coordinator

- Assisted in managing the activation of NFL, MLB, and NCAA sponsorships.
- Reviewed and evaluated sponsorship proposals from various organizations and teams.

PERSONAL INFORMATION

- 48 Years of Age; Excellent Health.
- Born and raised in Memphis, Tennessee.
- Married to Lisa (Farris); B.S. in Accounting from Christian Brothers University and M.B.A. from Winston-Salem State University.
- Children: Lisa (28), Tori (27), Tyson (17), Turner (17), Tatum (11)
- Personal interests include time with Family, Personal and Professional Development, Reading, Travel and Working Out.

COMMUNITY INVOLVEMENT

- Leadership Clayton (2016).
- Clayton County Chamber of Commerce.
- Fayette County Chamber of Commerce
- Henry County Chamber of Commerce

COMMITTEE EXPERIENCE

- Minority Opportunities Athletics Association Mentor (2017-2018)
- NCAA, Men's Soccer Regional Advisory Committee (2015-2017).
- Clayton State University Minors on Campus Committee Chair (2016).
- NCAA Pathways Mentor (2015 & 2017)
- NCAA Division II Athletic Directors Association Mentor (2015).
- NCAA Career in Sports Forum Facilitator (2014).
- Peach Belt Conference
 - Tennis, Sport Oversight (2014-Present).
- Southern Intercollegiate Athletic Conference (SIAC).
 - Golf Committee, Chair (2011-2014).
- Paine College
 - Implementation Committee (2014).
 - Commencement Committee (2013).
 - Strategic Plan Committee (2013).
 - Mission Statement Sub-committee.
 - HEAL Complex Dedication Committee, Co-chair (2012-2013).
 - Search Committee for VP for Administrative and Financial Affairs (2012 & 2013)
 - Search Committee for Director of Admissions (2012).
 - Institutional Scholarship Committee (2011-Present).
 - Strategic Planning and Evaluation (2011-Present).
- University of North Carolina Wilmington
 - Chancellor's Development Cabinet (2009-2011).
 - Endowment Committee (2009-2011).

- Development Directors (2009-2011).
- Search Committee for Head Coach, Men's Basketball Coach (2010).
- Search Committee for Head Coach, Women's Basketball (2010).
- University of Memphis ○ Larry O. Finch Scholarship Committee, Chair (2008-2009).
 - Search Committee for Head Coach, Women's Basketball (2008).

CIVIC/PROFESSIONAL AFFILIATIONS

- Minority Opportunities Athletic Association (2016-Present).
- Leadership Clayton (2016).
- Augusta Kiwanis Club (2012-2014).
- Division II Athletic Directors Association Member (2011-2018).
- National Association of Collegiate Directors of Athletics (2008-Present).
- National Association of Athletic Development Directors (2008-Present).
- M Club (Athletic Alumni of the University of Memphis) (Lifetime).
- Kappa Alpha Psi Fraternity, Inc. (1989-Present).

AWARDS/CONTINUING EDUCATION

- Emerging Administrators Academy, Founder (2012-Present).
- Collegiate Athletics Leadership Symposium (CALs) Attendee (2012-2016, 2018).
- SIAC NACDA Grant Recipient (2012).
- Completed UNCW Leadership Enhancement Administrative Development Course (2010).
- Division I Athletic Director's Institute Attendee (2008).
- NAADD Diversity Initiative Program Stipend Recipient (2008).

SPEAKING OPPORTUNITIES

- 2018 – Mid-Eastern Athletic Conference Professional Development Workshop.
 - Panelist – “Women in Power”.
- 2018 – Women Leaders in College Sports
 - Panelist –“ I Champion Women Leaders”
- 2018 – Top Connect (College Basketball Coaches)
 - Panelist – Networking
- 2017 - A Step Up Next Level Conference for Women's Basketball Coaches.
 - Panelist
- 2017 - Women Leaders in College Sports/Women's Basketball Coaches Association (Women's Basketball Final Four).
 - Panelist - “Why We Hire Who We Hire”.
- 2015 – Mid-Eastern Athletic Conference Professional Development Workshop.
 - Presenter – “Keys to Career Advancement”.
- 2015 – NCAA Pathway Program.
 - Presenter – “Vision Setting and Mapping Cultural Change”.