BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 23, 2020

Item F.1. McNeese State University's request for approval of a contract with Ms. Kacie Cryer, Head Women's Basketball Coach, effective April 15, 2020.

EXECUTIVE SUMMARY

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, the University may, at its option, reassign Coach to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary. Otherwise, the Coach shall be entitled to remainder of the contracted salary that she would have earned from the effective date of termination to the expiration of the contracted term. 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

The University and the McNeese State University 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 McNeese State University's request for approval of a contract with Ms. Kacie Cryer, Head Women's Basketball Coach, effective April 15, 2020.

Office of the President Dr. Daryl V. Burckel Excellence With A Personal Touch

F.1.

April 2, 2020

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

Dear Dr. Henderson:

McNeese State University requests approval of the contractual agreement with Ms. Kacie Cryer, Head Women's Basketball Coach effective April 15, 2020.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the April 23, 2020 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel

President

Enclosures

McNEESE STATE UNIVERSITY

HEAD WOMEN'S BASKETBALL 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, McNeese State University Foundation represented by Richard Reid, and KACIE CRYER (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 Basketball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to Women's Basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to 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 eleven (12) months, commencing on the 15th day of April 2020, and terminating without further notice to COACH on the 14th day of April 2021 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 \$88,400, 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 Women's Basketball 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:
 - 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;
 - 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 Women's Basketball camps and/or Women's 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 (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. Examples of outside income 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. 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 Women's Basketball 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."

13.0 Women's Basketball Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

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 Basketball 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 Agreements

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:

Kacie Cryer, Head Women's Basketball Coach
McNeese State University

Date 3/18/20

Tanker Stines, Interim Director of Athletics
McNeese State University

Date 3/18/20

Richard Reid, Vice President
McNeese Foundation

Date 7-19-2

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 _______.

SECRETARY - Board of Supervisors

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

April 23, 2020

Item F.2. University of Louisiana at Monroe's request for approval of a revised Athletic Complimentary Ticket Policy.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe has submitted a revision to its current policy last revised in June of 2018. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball and baseball. Updates are as follows:

- Athletic Graduate Assistants (Administrative/Non-Sport) 2
- Athletic Graduate Assistants (Football) 4
- Athletic Graduate Assistants (Primary Sport) 2
- Each student manager and trainer sport specific 2
- Sponsors per contract
- Courtesy Car Providers per contract
- Coordinator of premium seating areas 4
- Non-full-time Athletic employees who have specific game-day duties 2
- Each member of the Board or Regents (upon request) 2
- ULM Marching Band Director 2
- ULM Director of Spirit Groups 2
- Team Physician (Primary Sport) 2

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

Please refer to the attached summary describing the ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

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



Office of the President

University Library 632 | 700 University Avenue | Monroc, LA 71209 P 318,342,1010 | F 318,342,1019

March 30, 2020

F.2.

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

Dear Dr. Henderson,

The University of Louisiana at Monroe is requesting approval for its Athletic Home Game Complimentary Ticket Policy effective July 1, 2020. Please include ULM's request for approval on the April 23, 2020, Board meeting agenda.

Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.

President

Athletic Complimentary Ticket List Effective July 1, 2020

	Football - Home	Football - Road	Basketball Home - (M&	Baseball - Home	Softball - Home	Post Season (Primary Sport)
Athletic Department						
Athletic Director	12	12	12	12	12	12 12
Head Football Coach	12	10	4	4	. 4	12
Head Men's Basketball Coach	4	-	12	12	12	12
Head Women's Basketball Coach	4	-	12	12	12	12
Head Baseball Coach	8	-	8	12	8	8
Head Softball Coach	8	-	8	8	8	8
Head Coach - Olympic Sports	8	-	8	8	8	8
Full-time Assistant Coach	4	4 (Football Only)	4	4	. 4	4
Full-time Athletic Staff	4	-	4	4	. 4	4
Athletic Graduate Assistants (Administration/Non-Sport)	2	-	2	2	2	2
Athletic Graduate Assistants (Football)	4	4	4	4	4	4
Athletic Graduate Assistants (Primary Sport)	2	-	2	2	2	2
Volunteer Coach per NCAA Bylaw 11.01.6(b) (Primary Sport)	2	-	2	2	2	2
ULM Student Athletes (Participating). (General Admisstion						
entrance granted upon signature on the participating athlete's	NCAA and/or	NCAA and/or	NCAA and/or	NCAA and/or	NCAA and/or	
ticket log. Premium seating is not allowed.)	Conference Rules	Conference Rules	Conference Rules	Conference Rules	Conference Rules	NCAA and/or Conference Rules
Visiting University	Per Contract	-	Per Contract	Per Contract	Per Contract	-
Visiting Participating Student Athletes	NCAA and/or Conference Rules		NCAA and/or Conference Rules	NCAA and/or Conference Rules	NCAA and/or Conference Rules	
Visiting Participating Student Athletes Each Prospective Student Athlete	NCAA Rules	-	NCAA Rules	NCAA Rules	NCAA Rules	-
Each Prospective Student Athlete	NCAA Ruies	-	NCAA Rules	NCAA Rules	NCAA Rules	-
Each current high school coach (general admission entrance						
granted upon presentation of respective high school athletic						
association coach's card - premium seating is not allowed with						
use of the coach's card) Maximum allowed per NCAA	2		2	2	2	-
Each student manager and trainer - Sport specific (each)	2	-	2	2	2	-
Sponsors	Per Contract	-	Per Contract	Per Contract	Per Contract	-
Courtesy Car Providers	Per Contract	-	Per Contract	Per Contract	Per Contract	-

Athletic Complimentary Ticket List Effective July 1, 2020

Promotional tickets - promotions, charity, or public service						
activities - in excess of 2,000 requires approval by ULM						
President's Office	2,000	-	2,000	2,000	2,000	-
Coordinator of premium seating areas	4	-	4	4	4	4
Non full-time Athletic employees who have specific game-day						
duties	2	-	2	2	2	2
University Officials						
	12 and additional					
University President	20 for Skybox	As Needed	12	12	12	12
Faculty Athletic Representative	2	2	2	2	2	2
University President's Executive Council per Member	2	-	2	2	2	2
Each Academic Dean	2	-	2	2	2	2
Each University Athletic Academic Advisory Committee Member	2	-	2	2	2	2
Each Athletic Academic Counselor	2	-	2	2	2	2
Each member of the Board of Supervisors (upon request)	2	-	2	2	2	-
Each member of the Board of Regents (upon request)	2	-	2	2	2	-
Each former President of the University (upon request)	2	-	2	2	2	-
Each Conference Commissioner involved in contest	2	-	2	2	2	-
Each former athletic department staff person with 20+ years of						
service, as confirmed by Director of Athletics and/or Director of						
Human Resources - upon request	2	-	2	2	2	-
ULM Marching Band Director	2	-	2	2	2	-
ULM Director of Spirit Groups	2	-	2	2	2	-
Service Personnel						
Team Physician (Primary Sport)	4	-	4	4	4	-
Each team chaplain	2	-	2	2	2	-
Equipment Truck Driver (Football)	2	-	-	-	-	-
Each working game official - 2 upon request	2	-	2	2	2	-