

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

ATHLETIC COMMITTEE

December 9, 2021

Item G.1. **University of Louisiana at Monroe's** request for approval of a third amendment to the contract for Mr. Tim Baldwin, Head Men's Golf Coach, effective November 16, 2021.

EXECUTIVE SUMMARY

The University is requesting the respective amendment:

- Paragraph 2.1 of the Original Contract is amended to change and extend the current employment contract end date of December 31, 2021 to June 30, 2022.
- Paragraph 3.2 of the Original Contract, as amended on April 1, 2020, is amended to extend the date of the salary supplement to June 30, 2022.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval of a third amendment to the contract for Mr. Tim Baldwin, Head Men's Golf Coach, effective November 16, 2021.*



Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000
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November 16, 2021

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

Dear Dr. Henderson:

Pursuant to Board of Supervisors policy, I am requesting the consideration and approval of the Third Amendment to the contract for Tim Baldwin, Head Men's Golf Coach, at the University of Louisiana Monroe.

Thank you for your consideration.

Sincerely,

A handwritten signature in red ink that reads "R. Berry".

Ronald L. Berry, D.B.A.
President

#TAKEFLIGHT

**THIRD AMENDMENT TO CONTRACT OF EMPLOYMENT
HEAD MEN'S GOLF COACH**

STATE OF LOUISIANA

PARISH OF OUACHITA

This Third Amendment to Contract of Employment (“herein referred to as “Agreement”) is made and entered into as of **November 16, 2021**, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the “UNIVERSITY”), and **Tim Baldwin** (hereinafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for the University (hereinafter referred to as “BOARD”), 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 **University of Louisiana at Monroe Athletic Foundation, Inc.** (hereinafter referred to as “ULMAF”) joins in this agreement consenting to the obligations incurred by ULMAF.

This Agreement is a modification of that certain CONTRACT OF EMPLOYMENT for the HEAD MEN'S GOLF COACH dated May 30, 2018, and approved by the BOARD on June 21, 2018, *as modified* by amendments dated April 1, 2020 and March 24, 2021 (collectively herein referred to as the “Original Contract” and incorporated by reference as if fully attached hereto). Unless specifically amended herein in this Agreement, all other terms and conditions of the Original Contract remain as is.

2.0 Term

Paragraph 2.1 of the Original Contract is amended to change and extend the current employment contract end date of December 31, 2021 to June 30, 2022. Paragraph 2.1 shall now read as follows.

The term of this agreement is for a fixed period commencing on July 1, 2018, and terminating without further notice to COACH on June 30, 2022, unless sooner terminated or extended under the terms of this agreement.

3.0 Compensation

Paragraph 3.2 of the Original Contract, *as amended* on April 1, 2020, is *amended to extend* the date of the salary supplement. All other terms and conditions contained in Paragraph 3.2 of the Original Contract, *as amended*, are retained *as is*. The first sentence to Paragraph 3.2 shall now read as follows.

Subject to the terms and conditions set forth in this paragraph, UNIVERSITY shall pay COACH the sum of \$29,000 annually effective July 1, 2018 through April 30, 2020; \$41,000 annually effective May 1, 2020 through April 30, 2021; and \$44,000 annually effective May 1, 2021 through June 30, 2022; all payable on a bi-weekly basis, in consideration of COACH performing the scope of work (fundraising-related deliverables), on behalf of the University, as outlined in a reimbursement agreement (as amended) between the UNIVERSITY and FOUNDATION (and acknowledged by COACH) (hereinafter referred to as

“MOU, as amended” with said MOU being attached hereto and incorporated herein as if fully restated in this Agreement).


THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

 _____ 11/15/2021

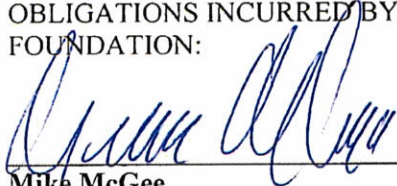
Ron Berry Date
President
University of Louisiana at Monroe

ACKNOWLEDGED AND AGREED TO BY:

 _____ 11/15/21

Tim Baldwin Date
Head Men's Golf Coach
University of Louisiana at Monroe

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

 _____ 11/17/2021

Mike McGee Date
President
ULM Athletic Foundation, Inc.

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the ____ day of _____, 2021.

Dr. Jim Henderson
President
University of Louisiana System

**SECOND AMENDMENT
TO THE
MEMORANDUM OF UNDERSTANDING**

REGARDING REIMBURSEMENT FOR COST OF UNIVERSITY PERSONNEL ENGAGED
IN FOUNDATION FUNDRAISING ACTIVITY ON BEHALF OF THE UNIVERSITY
BETWEEN UNIVERSITY OF LOUISIANA AT MONROE AND UNIVERSITY OF
LOUISIANA AT MONROE ATHLETIC FOUNDATION

This Second Amendment to the Memorandum of Understanding (herein referred to as "Agreement") is made and entered into as of November 16, 2021, between **University of Louisiana at Monroe**, through its President (hereinafter referred to as the "UNIVERSITY"), and **University of Louisiana at Monroe Athletic Foundation, Inc.** (hereinafter referred to as "ULMAF").

This second amendment is a modification of that certain Memorandum of Understanding entered into by ULM and ULMAF on May 30, 2018, *as amended effective April 1, 2020* (herein referred to as the "Original MOU" and incorporated by reference as if fully attached hereto). Unless specifically amended herein in this Agreement, all other terms and conditions of the Original MOU remain as is.

1. Paragraph 1 is amended to extend the contract term *through June 30, 2022*.
2. Paragraph 2 is amended to change and extend the salary supplement reimbursement date from December 31, 2021 to June 30, 2022. Paragraph 2 shall now read as follows.

The Foundation shall directly reimburse the University the annual sum of \$41,000 plus \$16,400 in related benefits, effective May 1, 2020 through April 30, 2021; and \$44,000 plus \$17,600 in related benefits, effective May 1, 2021 through June 30, 2022; all representing that part of the Director of Golf's salary attributable to the fundraising activities provided pursuant to this MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

ACKNOWLEDGED AND AGREED TO

BY: Ron Berry 11/15/2021
Ron Berry Date
President, University of Louisiana at Monroe

BY: Mike McGee 11/17/2021
Mike McGee Date
President, University of Louisiana at Monroe
Athletic Foundation

Acknowledged By: Tim Baldwin Date 11/15/21
Tim Baldwin
Head Men's Golf Coach / Director of Golf