



Claiborne Building | 1201 North Third Street | Suite 7-300 | Baton Rouge, LA 70802
P 225.342.6950 | F 225.342.6473
www.UlSystem.edu

July 10, 2019

Dr. John Nicklow, President
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

Dear Dr. Nicklow:

On June 27, 2019, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

1. Request to approve a contract with Mr. Mark Slessinger, Head Men's Basketball Coach.
2. Request to approve a contract with Mr. Timothy Duncan, Director of Athletics.
3. Request to demolish Bienville Hall.
4. Request to enter into a lease agreement with Compass Group USA by and through Chartwells Division.
5. Request to approve the UNO IncludEd Program.
6. Request to approve UNO's Fiscal Year 2019-20 Internal Audit Plan.

Enclosed for your records are the Executive Summaries with the resolutions that were approved by the Board along with the approved personnel actions. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edwin Litolff III".

Edwin Litolff III
Vice President for Business and Finance

**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 I 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

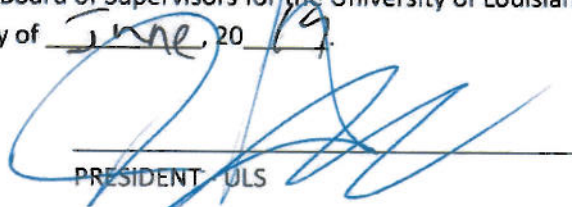


DIRECTOR OF ATHLETICS,
UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 27th day of June, 2019.



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
--	---------

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.*



THE UNIVERSITY *of*
NEW ORLEANS

OFFICE OF THE PRESIDENT

H 14

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
--	---------

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

For Timothy Duncan



Dr. John Nicklow, President




Timothy Duncan

04/18/19


Date

04.18.19

Date



Witness



Witness

For University of New Orleans Foundation



Anthony Gregorio, President

04/18/19

Date

Randy M...
Witness

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the
27th day of June, 2019.

[Signature]
SECRETARY OF THE BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM

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

FACILITIES PLANNING COMMITTEE

June 27, 2019

Item I.16. University of New Orleans' request for approval to demolish Bienville Hall.

EXECUTIVE SUMMARY

The University requests approval to demolish Bienville Hall (State ID S11559). Bienville Hall is an eight-story building totaling 127,812 square feet. Originally built in 1969, and until the building was severely damaged by Hurricane Katrina on August 29, 2005, it served as a dormitory for students. The building sustained serious wind damage to the roof, broken windows, and flooding on the first floor. Before the restoration of power and temporary roof repairs, rain water continued to permeate the upper floors resulting in mold growing on architectural finishes and within the mechanical, electrical and plumbing systems.

The building closed permanently in January of 2010, primarily because of mold and asbestos. The building was decommissioned, fire suppression systems turned off, electrical and mechanical systems shut down, and there was no further maintenance on the building.

Please refer to the attached photo to view the structure.

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 to demolish Bienville Hall.*

***AND FURTHER,** that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.*

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

FINANCE COMMITTEE

June 27, 2019

- Item J.6.** **University of New Orleans'** request for approval to enter into a lease agreement with Compass Group USA by and through Chartwells Division for operation of retail and dining services.

EXECUTIVE SUMMARY

University of New Orleans is requesting approval to enter into a ten-year lease agreement for the University's foodservice operations and facilities with Compass Group USA through Chartwells. Chartwells has committed to an initial capital investment of approximately \$2.5 million with ongoing investments and further considerations and commitments to the University throughout the term of the ten-year lease. The base lease will guarantee a monthly payment of \$17,916.67 and additional rent based on incremental sales with increased commissions based upon incremental gross sales ranging from 0% to 25%. Chartwells is providing an initial investment in excess of \$4 million for renovations and improvements.

The new agreement includes the following meal plans:

Galley All Access	\$1,906 semester
Privateer	\$1,797 semester
Freedom	\$2,163 semester
50 Block	\$721 semester
25 Block	\$407 semester

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 New Orleans' request for approval to enter into a lease agreement with Compass Group USA by and through Chartwells Division for operation of retail and dining services.*

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

FINANCE COMMITTEE

June 27, 2019

Item J.7. **University of New Orleans'** request for approval of the UNO IncludEd Program.

EXECUTIVE SUMMARY

University of New Orleans has developed a plan to reduce textbook costs and associated materials for students. UNO has partnered with Pearson to provide digital course materials. MATH 1115, Applied Algebra is the initial course developed in the program. The course fee will be \$62.50, a \$95.00 savings to the student.

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 New Orleans' request for approval of the UNO IncludEd Program.*

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

FINANCE COMMITTEE

June 27, 2019

Item J.8. **University of Louisiana System's** request for approval of the Board Operations and System Universities' Fiscal Year 2019-20 Internal Audit Plans.

EXECUTIVE SUMMARY

The Fiscal Year 2019-20 Internal Audit Plans for the Board Operations and University of Louisiana System institutions were prepared in accordance with the Internal Audit Charter of the System that was revised by the Board at its December 1, 2017 meeting. The audit plans have been prepared by the System and Campus Directors of Internal Audit with input from the campus Presidents and other campus administrative personnel, System personnel, Board members, and the Office of the Legislative Auditor. The plans include reviews of administrative, academic, auxiliary, and service units of the Board and universities; as well as follow-ups to internal and external audit findings and recommendations.

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 Board Operations and System Universities' Fiscal Year 2019-20 Internal Audit Plans.*

**FINANCE COMMITTEE
UNIVERSITY OF LOUISIANA SYSTEM
ANNUAL AUDIT PLAN FOR FISCAL YEAR 2019-20**

Campus	Audit Area/Focus
Board Operations	Test of Time and Attendance Records
	Travel and Purchasing Card Audits
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Management Advisory Services and Special Projects
Grambling State University	Registrar's Office Assurance Engagement
	Review of Student Technology Fees
	Procurement Process Assurance Engagement
	Vault Reconciliations and Cash Handling Internal Controls
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Follow-up on Legislative Auditor's Single Audit Findings
Management Advisory Services and Special Projects	
Louisiana Tech University	Aramark Food Service Contract
	Barnes and Noble Bookstore Contract
	Review of Student Technology Fees
	Test of Workday Implementation
	Football Attendance
	Quality Assurance Validation
	Follow-up on Internal and External Audit Reports
	Follow-up on Legislative Auditor's Single Audit Findings
Management Advisory Services and Special Projects	
McNeese State University	Travel and Purchasing Card Audit
	Institute for Industry Education Collaboration
	Chemicals Monitoring Procedures
	NCAA Compliance Audits
	Internal Audit Software Implementation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
Nicholls State University	Procurement Cards and Travel CBA Account
	Outside Employment Certifications by Employees
	Quality Assurance Validation
	University Camps and Conferences (Continuing Education & Athletic)
	Phishing Scheme/Cybersecurity/IT Governance/General Controls
	Admissions Waivers/Exceptions
	Student Fees - Biology & Chemistry Labs
	Diversity & Inclusion Action Plan Policy Review
	Vault Reconciliation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
Northwestern State University	Student Technology Fee Review
	Travel and Purchasing Card Audits
	Cash Collection Sites
	Cashier Vault Reconciliation
	Human Resources Operations
	Building Access/Security Controls
	Quality Assurance Validation
	Movable Property
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
	Management Advisory Services and Special Projects

Campus	Audit Area/Focus
Southeastern Louisiana University	Emergency Preparedness
	Inventories
	Academic Reporting
	PeopleSoft Security
	Movable Property
	Quality Assurance Validation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
	Management Advisory Services and Special Projects
University of Louisiana - Lafayette	Quality Assurance Validation
	Research Centers
	KRVS Radio Station Administration
	Vault Reconciliation
	Review of Student Technology Fees
	Bursar Operations/Cashier Office Administration/Cash Collection Cash Management
	University Bookstore
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
University of Louisiana - Monroe	Review of Student Technology Fees
	Louisiana National Guard Student Tuition Waivers and TOPS Reductions
	Sanitization of Data on Electronic Equipment
	Cash Handling - Cash Collection Centers
	Quality Assurance Validation
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	
University of New Orleans	College of Business Administration
	Quality Assurance Validation
	Bursar Cash Collections Review
	Review of Student Technology Fees
	Follow-up on Legislative Auditor's Single Audit Findings
	Follow-up on Internal and External Audit Reports
Management Advisory Services and Special Projects	