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November 9, 2021

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

Dear Dr. Nicklow:

On October 28, 2021, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

- G.8. Request to award an Honorary Doctor of Humane Letters to Dr. Jericho Brown at the Fall 2021 Commencement Exercises.
- G.9. Request to name the College of Engineering "The Dr. Robert A. Savoie College of Engineering."
- H.10. Request to approve a contract with Mr. Michael Blake Dean, Head Men's Baseball Coach.
- H.11. Request to approve a contract with Mr. Timothy Duncan, Vice President of Athletics & Recreation.
- J.2. Request to approve a Cooperative Endeavor Agreement with TMTP Labs, Inc.
- J.3. Request to approve a revised Internal Audit Charter.

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 black ink, appearing to read "JKahn".

Jeannine Kahn, Ph.D.
Provost and Vice President for Academic Affairs

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

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

October 28, 2021

Item G.8. **University of New Orleans'** request for approval to award an Honorary Doctor of Humane Letters to Dr. Jericho Brown at the Fall 2021 Commencement Exercises.

EXECUTIVE SUMMARY

The University of New Orleans (UNO) would like to award an Honorary Doctor of Humane Letters to Pulitzer Prize-winning Dr. Jericho Brown because of his stature as a world-renowned poet and writer. Dr. Brown, born in Shreveport, Louisiana, received his bachelor's degree from Dillard University, his MFA in Creative Writing from UNO, and his Ph.D. from the University of Houston. He taught at several universities, such as the University of Houston and San Diego State University, before accepting his current position at Emory University where he serves as the director of the Creative Writing Program and the Charles Cander Professor of English and Creative Writing.

Dr. Brown is author of *The Tradition* (Cooper Canyon 2019), for which he won the Pulitzer Prize. He is the recipient of fellowships from the Guggenheim Foundation, the Radcliffe Institute for Advanced Study at Harvard, and the National Endowment for the Arts, and he is the winner of the Whiting Award. Brown's first book, *Please* (New Issues 2008), won the American Book Award. His second book, *The New Testament* (Cooper Canyon 2014), won the Anisfield-Wolf Book Award. Dr. Brown's third collection, *The Tradition*, won the Paterson Poetry Prize and was a finalist for the National Book Award and the Book Critics Circle Award. In addition, his poems have appeared in *The Bennington Review*, *Buzzfeed*, *Fence*, *Jubilat*, *The New Republic*, *The New York Times*, *The New Yorker*, *The Paris Review*, *TIME Magazine*, and several volumes of *The Best American Poetry*.

Dr. Jericho Brown is one of UNO's most revered graduates of its MFA in Creative Writing. Because of all that he has achieved, the University believes he is an extremely worthy recipient of an Honorary Doctor of Humane Letters.

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 to award an Honorary Doctorate of Humane Letters to Dr. Jericho Brown at the Fall 2021 Commencement Exercises.*

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

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

October 28, 2021

Item G.9. University of New Orleans' request for approval to name the College of Engineering "The Dr. Robert A. Savoie College of Engineering."

EXECUTIVE SUMMARY

The University of New Orleans (UNO) requests that the College of Engineering be named "The Dr. Robert A. Savoie College of Engineering" in recognition of Dr. Robert A. "Bobby" Savoie's significant economics, financial and charitable contributions to the State of Louisiana, the City of New Orleans, and UNO. A Louisiana native, Dr. Savoie earned a Bachelor of Science in Industrial Engineering from Louisiana State University in 1980, a Master of Business Administration in 1981 from Loyola University, and a Ph.D. in Engineering and Applied Science with a specialization in Engineering Management and Systems Engineering from UNO in 2009.

Currently, Dr. Savoie serves as the chief executive officer (CEO) of Geocent, L.L.C., an information technology and engineering services company headquartered in Metairie, Louisiana. Geocent was formed in 2008 and is now working with government and commercial clients throughout the United States. Dr. Savoie previously founded Integrated Resources Group (IRG) in 1986 and served as CEO until IRG merged with Science & Engineering Associates (SEA) in 1997. He became president and then CEO of SEA and guided the company through an extraordinary growth period. Throughout his tenure as a CEO of successful companies, Dr. Savoie continued his work as an engineer and consultant, primarily in nuclear power and defense. Most recently this has expanded to include NASA's next generation Space Launch System (SLS), large government information systems, and numerous economic development activities.

Dr. Savoie currently serves on the boards of the National World War II Museum; Loyola University; the UNO Foundation; the LSU Foundation National Board; and the LSU Health Foundation. He was appointed by Governors Bobby Jindal and John Bel Edwards to represent the State of Louisiana on the Aerospace Alliance Board. Previously, Dr. Savoie served as a director, trustee, and senior advisor for the Atlantic Council of the United States; the Louisiana Technology Council; the U.S. Small Business Technology Foundation; the Boy Scouts of America; the Academy of the Sacred Heart; the J. Bennett Johnston Science Foundation; Isidore Newman School; Greater New Orleans, Inc., and the Ochsner Health Foundation.

In recognition of all that this outstanding UNO alumnus has achieved and contributed, the University would like to name the College of Engineering "The Dr. Robert A. Savoie College of Engineering."

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 name the College of Engineering "The Dr. Robert A. Savoie College of Engineering."*

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

ATHLETIC COMMITTEE

October 28, 2021

Item H.10. University of New Orleans' request for approval of a contract with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective July 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through June 30, 2026, Coach's base annual salary is \$80,000. The agreement stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. In addition, 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.

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 New Orleans 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:

Academic Progress

- If Team achieves a one-year APR (Academic Progress Rate) score of 970 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$2,500 in performance incentive will be provided to Coach. Should the baseball team receive an APR post-season ineligibility penalty during any year of this agreement, this performance incentive provision will be void for the remaining term of the agreement.

Athletic Success

- If Team achieves an end of year RPI ranking in the top 100 nationally, Coach will earn a one-time performance incentive of \$5,000.
- If Team wins 50% or more games (minimum of 8 games played) versus any of the following universities in either the regular season or postseason: Tulane, ULL, ULM, La Tech, Southern Miss, South Alabama, UAB, Samford, Troy, Houston or Rice, Coach will receive a one-time performance incentive of \$5,000.

- If Team wins a game versus a top 100 end of year RPI team from the SEC, ACC or Big 12, Coach will receive a one-time performance incentive of \$2,500 per win.
- If Team competes in an NCAA Regional, Coach will earn a one-time performance incentive of \$5,000.
- If Team competes in an NCAA Super Regional, Coach will earn a one-time performance incentive of \$7,500. Earning this incentive will void the previous NCAA Regional incentive.
- If Team competes in an NCAA College World Series, Coach will earn a one-time performance incentive of \$20,000. Earning this incentive will void the previous NCAA Regional and NCAA Super Regional incentives.
- If Team wins the NCAA National Championship, Coach will earn a one-time performance incentive of \$50,000. Earning this incentive will void the previous NCAA Regional, NCAA Super Regional, and NCAA College World Series incentives.

Professional Recognition

- When the Coach is recognized as Conference Coach of the Year by the Conference itself, Coach will earn one-time performance incentive of \$2,500.

Multi-Media / Public Appearance

- When Coach fulfills his multi-media and public appearance obligations, Coach will earn the below one-time incentives:
 - July 2022 - June 2023 - \$12,000 multi-media and \$12,000 public appearance
 - July 2023 - June 2024 - \$13,500 multi-media and \$13,500 public appearance
 - July 2024 - June 2025 - \$16,000 multi-media and \$16,000 public appearance
 - July 2025 - June 2026 - \$20,000 multi-media and \$20,000 public appearance

In the event the University terminates the contract without cause, Coach shall be entitled to 50% of the base salary, supplements, and car allowance which he would have been earned during the remaining term of the contract. This amount will be offset by compensation received by Coach from another NCAA University or University Foundation. The University would be responsible for the amounts due through the current fiscal year (June 30). The Foundation would be responsible for the remaining amounts (the next July 1 through expiration). 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 the Foundation 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, UNO will be entitled to liquidated damages paid by Coach or new employer equal to 25% of the base salary of the contract term.

The University and the Foundation have combined this into one joint employment agreement with Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval of a contract with Mr. Michael Blake Dean, Head Men's Baseball Coach, effective July 1, 2022.*

**CONTRACT OF EMPLOYMENT
HEAD COACH, BASEBALL**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this ___ day of September 2021, 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 Michael Blake Dean (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 Coach, Baseball 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 four (4) years, commencing on the 1st day of July, 2022, 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 \$80,000, payable on a biweekly basis.

3.2 COACH shall have an assistant coach salary pool of \$100,00 for assistant coaches and support staff along with a \$5,000 annual increase to the assistant pool and two courtesy vehicles or car allowances for use by an assistants.

3.3 The COACH is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.4 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 section 14 below.

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 potential annual supplements are as follows:

4.1.1 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.

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

4.2.1.1 When baseball team achieves a one-year APR (Academic Progress Rate) score of 970 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. This is applicable to each year of the agreement. Should the baseball team receive an APR 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 Athletic Success

4.2.2.1 When the baseball team achieves an end of year RPI ranking in the top 100 nationally, COACH will earn a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.

4.2.2.2 When the baseball team wins 50% or more games (minimum of 8 games played) versus any of the following universities in either the regular season or postseason: Tulane, ULL, ULM, La Tech, Southern Miss, South Alabama, UAB, Samford, Troy, Houston or Rice, COACH will receive a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.

4.2.2.3 When the baseball team wins a game versus a top 100 end of year RPI team from the SEC, ACC or Big 12, COACH will receive a one-time performance incentive of \$2,500 per win. This is applicable to each year of the agreement.

4.2.2.4 When the baseball team competes in an NCAA Regional, COACH will earn a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.

4.2.2.5 When the baseball team competes in an NCAA Super Regional, COACH will earn a one-time performance incentive of \$7,500. Earning this incentive will void the previous NCAA Regional incentive. This is applicable to each year of the agreement.

4.2.2.6 When the baseball team competes in an NCAA College World Series, COACH will earn a one-time performance incentive of \$20,000. Earning this incentive will void the previous NCAA Regional and NCAA Super Regional incentives. This is applicable to each year of the agreement.

4.2.2.7 When the baseball team wins the NCAA National Championship, COACH will earn a one-time performance incentive of \$50,000. Earning this incentive will void the previous NCAA Regional, NCAA Super Regional and NCAA College World Series incentives. 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 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.

4.2.4 Multi-Media / Public Appearance

4.2.4.1 When COACH fulfills his multi-media and public appearance obligations, COACH will earn the below one-time incentives.

- July 2022 - June 2023 - \$12,000 multi-media and \$12,000 public appearance
- July 2023 - June 2024 - \$13,500 multi-media and \$13,500 public appearance
- July 2024 - June 2025 - \$16,000 multi-media and \$16,000 public appearance
- July 2025 - June 2026 - \$20,000 multi-media and \$20,000 public appearance

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 baseball team. 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 baseball 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 baseball 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 assistant coaches, supplement his University baseball operating budget, or a combination of the three, at coach's 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 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.

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

6.2.3 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 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.

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 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 camps and/or 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 Coaching Staff

10.1 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.

11.0 Compliance with NCAA, Conference and University Rules

11.1 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).

11.2 COACH and Employer acknowledge and agree that 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.

12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

12.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

13.0 Morality

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

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

14.0 Termination

14.1 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.

14.2 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.

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

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 COACH shall be entitled to liquidated damages equal to 50% of the base salary, supplements and car allowance which would have been earned through the end of the contract term. This amount will be offset by compensation received by COACH from another NCAA university or university Foundation.

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, UNO will be entitled to liquidated damages paid by COACH or new employer equal to 25% of the base salary of the contract term. The liquidated damages shall be due and payable in a lump sum within sixty (60) days of the date of termination and only applicable if COACH accepts another position within the baseball industry within 12 months of departure.

14.5 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has 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.

15.0 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.

16.0 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.

17.0 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

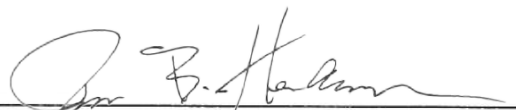


DIRECTOR OF ATHLETICS, UNIVERSITY OF NEW ORLEANS



HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 28th day of October, 2021.



PRESIDENT - ULS

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

ATHLETIC COMMITTEE

October 28, 2021

Item H.11. University of New Orleans' request for approval of a contract with Mr. Timothy Duncan, Vice President of Athletics & Recreation (VPAR), effective November 1, 2021.

EXECUTIVE SUMMARY

Under the proposed five-year agreement effective through October 31, 2026, the VPAR's salary will start at \$186,000, and he will be eligible for increases of 2% each contract year. During the time of employment, the VPAR 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:

- \$10,000 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 the academic year following the academic year measured for supplemental compensation.
- Vehicle allowance equal to \$600 per month throughout the term of the contract. If a courtesy vehicle is provided by the Department of Athletics, the vehicle allowance may be suspended for a period during which courtesy vehicle is provided to the VPAR.

Category I: Academic Enhancement

Department eligible to receive NCAA Academic Enhancement Funds	\$10,000
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Category II: Revenue Generation

\$100,000 overall increase in Athletic Related Revenue	\$5,000
\$250,000 overall increase in Athletic Related Revenue	\$12,500
\$500,000 overall increase in Athletic Related Revenue	\$25,000
\$1,000,000 overall increase in Athletic Related Revenue	\$50,000
\$2,000,000 overall increase in Athletic Related Revenue	\$75,000

Category III: Conference Affiliation

Move to a higher ranked conference (MBB net rankings) \$25,000

Category IV: Sport Enhancement

Add an NCAA sponsored sport (per sport) \$25,000

Category V: Athletic Performance

Regular Season Championship (Men's Basketball or Baseball) \$10,000

Regular Season Championship (All other sports) \$5,000

NIT Appearance (MBB or WBB) \$2,500

NCAA Tournament Participation (MBB or MBA) \$10,000

NCAA Tournament Team Participation (All other sports) \$5,000

NCAA Tournament Win (Each round – All Sports) \$5,000

Category VI: Commissioner's Cup

1st Place in Conference Commissioner's Cup \$20,000

In the event the University terminates the contract without cause, the VPAR shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term 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. The VPAR will be paid in regular semi-monthly installments through the completion of the contract, and he will make every effort to mitigate these damages through the pursuit of employment. Should the VPAR secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between his new salary and contracted annual salary at the University of New Orleans.

In the event the VPAR terminates this agreement without cause, UNO will be entitled to liquidated damages paid by him or his new employer equal to 25% of the remaining payments through the end of the contract term.

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, Vice President of Athletics & Recreation, effective November 1, 2021.*

**CONTRACT OF EMPLOYMENT
TIM DUNCAN, VICE PRESIDENT OF ATHLETICS & RECREATION**

STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement is made and entered into on this 1st day of October 2021, 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 Tim 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, 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 DUNCAN as Vice President of Athletics & Recreation and DUNCAN does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics 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 University's President Dr. John Nicklow, (the "President") and shall confer with the President, his successor, or designee on all administrative and technical matters.

1.3 DUNCAN shall manage and supervise the department of athletics and shall perform such other duties in University's athletic program as the President may assign.

1.4 DUNCAN 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 five (5) years, commencing on the 1st day of November, 2021, and terminating without further notice to DUNCAN on the 30th day of October, 2026, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from University and acceptance by DUNCAN, both of which must be in writing, signed by the parties, and approved by the Board. 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 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 DUNCAN'S services and satisfactory performance of this agreement, University shall pay DUNCAN an annual salary of \$186,000, payable on a biweekly basis.

3.2 DUNCAN shall be eligible for yearly 2% increases as listed: 2022-23 (\$189,720), 2023-24 (\$193,514), 2024-25 (\$197,384) and 2025-2026 (\$201,332). DUNCAN is subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

3.3 Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

4.0 Supplements/Performance Incentives

4.1 During the time of employment as Vice President of Athletics & Recreation, DUNCAN will have the opportunity to receive the following earned salary supplements/incentives. The annual supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements/incentives shall be paid in by the University of New Orleans Foundation buy only with funds available through the Department of Athletics' restricted accounts and paid through University payroll. The potential annual supplements are as follows:

4.1.1 DUNCAN will receive supplemental compensation equal to Ten Thousand dollars (\$10,000) 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 the academic year following the academic year measured for supplemental compensation. Likewise, and in addition, each Associate Athletic Director, Senior Associate Athletic Director, and/or Deputy Athletics Director will receive supplemental compensation disbursement within sixty (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 the Department of Athletics' restricted accounts.

4.1.2 Duncan will receive a vehicle allowance equal to (\$600) per month throughout the 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.

4.2 During the time of employment as Vice President of Athletics & Recreation, DUNCAN 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 Category I: Academic Enhancement

Department eligible to receive NCAA Academic Enhancement Funds	\$10,000
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Category II: Revenue Generation	
\$100,000 overall increase in Athletic Related Revenue	\$5,000
\$250,000 overall increase in Athletic Related Revenue	\$12,500
\$500,000 overall increase in Athletic Related Revenue	\$25,000
\$1,000,000 overall increase in Athletic Related Revenue	\$50,000
\$2,000,000 overall increase in Athletic Related Revenue	\$75,000
Category III: Conference Affiliation	
Move to a higher ranked conference (MBB net rankings)	\$25,000
Category IV: Sport Enhancement	
Add an NCAA sponsored sport (per sport)	\$25,000
Category V: Athletic Performance	
Regular Season Championship (Men's Basketball or Baseball)	\$10,000
Regular Season Championship (All other sports)	\$5,000
NIT Appearance (MBB or WBB)	\$2,500
NCAA Tournament Participation (MBB or MBA)	\$10,000
NCAA Tournament Team Participation (All other sports)	\$5,000
NCAA Tournament Win (Each round – All Sports)	\$5,000
Category VI: Commissioner's Cup	
1 st Place in Conference Commissioner's Cup	\$20,000

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 DUNCAN and the Department of Athletics. DUNCAN may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the PRESIDENT.

6.0 Employee Benefits

6.1 DUNCAN 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 DUNCAN's base annual salary as provided by University.

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 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 shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

7.2 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

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.).

8.0 Compliance with NCAA, Conference and University Rules

8.1 DUNCAN shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, DUNCAN shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). 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 NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

8.2 DUNCAN and Employer acknowledge and agree that 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.

9.0 Title IX Sexual Misconduct Policy Reporting and Compliance

9.1 DUNCAN shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that DUNCAN is aware of or has reasonable cause to believe is taking place or may have taken place.

10.0 Morality

10.1 DUNCAN agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; AND

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

11.0 Termination

14.1 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 University of Louisiana System President.

14.2 DUNCAN may be terminated with cause 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 ninety (90) calendar days notice of termination or ninety (90) 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.

14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by DUNCAN for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

14.4 The University may at any time, and in its sole discretion, terminate the employment of DUNCAN for any reason. In the event the University terminates the Contract, without cause, the DUNCAN shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through the end of the contract term 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. DUNCAN will be paid in regular semi-monthly installments through the completion of the contract. DUNCAN will make every effort to mitigate these damages through the pursuit of employment. Should the DUNCAN secure employment prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between DUNCAN's new salary and contracted annual salary at the University of New Orleans.

In the event DUNCAN terminates this agreement without cause, UNO will be entitled to liquidated damages paid by DUNCAN or new employer equal to twenty-five percent (25%) of the remaining payments through the end of the term. The liquidated damages shall be due and payable in a lump sum within ninety (90) days of the date of termination.

14.5 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

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.

15.0 Fundraising

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.

16.0 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.

17.0 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

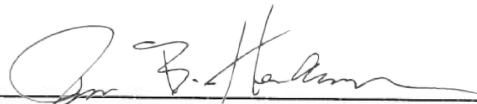


PRESIDENT, UNIVERSITY OF NEW ORLEANS FOUNDATION



VICE PRESIDENT OF ATHLETICS & RECREATION, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 28th
day of October, 2021.



PRESIDENT – UNIVERSITY OF LOUISIANA SYSTEM

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

FINANCE COMMITTEE

October 28, 2021

- Item J.2.** **University of New Orleans'** request for approval to enter into a Cooperative Endeavor Agreement with TMTP Labs, Inc. for the development of new nanomaterial composites.

EXECUTIVE SUMMARY

TMTP Labs is a Louisiana synthesis laboratory conducting research related to the development of methods for the bulk production of graphene carbon nanosheets and new material based on graphene and related compounds, and the University's Advanced Materials Research Institute (AMRI) is a recognized world leader in nanomaterials research. TMTP Labs will provide support for AMRI researchers in the development of new nanomaterial composites, including those based on graphene.

TMTP Labs will occupy space in UNO's Science Building, and TMTP will pay UNO monthly rent of approximately \$2,770. The immediate proximity of TMTP Labs to AMRI will readily allow for the exchange of ideas, the development of new technologies involving TMTP Labs and AMRI researchers, characterization of materials using AMRI state-of-the-art instrumentation, the training of undergraduate and graduate students in nanomaterials research, and the development of State and Federal research proposals in basic and applied research. The proximity of TMTP Labs to AMRI researchers will serve as a model for the development of other small businesses based on existing AMRI technologies in nanomaterials.

This cooperative endeavor collaboration will:

1. Serve the public through the development of a small business in biotechnology – TMTP Labs will employ Louisiana workers including student and graduates from UNO;
2. Serve to elevate the research programs of UNO faculty through the development of new collaborative projects;
3. Will bring in additional State and Federal funding through applied research programs (ITRS, NSF, DOE, etc.) and small business development grants;
4. Will serve to train undergraduate students through internships and graduate students through collaborative projects between AMRI faculty and TMTP Labs.

This Cooperative Endeavor Agreement will begin on November 1, 2021 and terminate on October 31, 2022. The agreement may be extended for additional periods by mutual agreement of the parties.

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 to enter into a Cooperative Endeavor Agreement with TMTP Labs, Inc. for the development of new nanomaterial composites.*

***BE IT FURTHER RESOLVED,** that Dr. John W. Nicklow, President of University of New Orleans, is hereby designated and authorized to execute any and all documents necessary to execute this Cooperative Endeavor Agreement.*

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

Approved 10/28/21 by Board of Supervisors for the University of Louisiana System

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

FINANCE COMMITTEE

October 28, 2021

Item J.3. **University of New Orleans'** request for approval of a revised Internal Audit Charter.

EXECUTIVE SUMMARY

The Internal Audit Charter sets forth the purpose, authority, and responsibility of the internal audit activity for the University of New Orleans. The Charter, which was last revised October 2020, has now been modified to expand details specific to International Professional Practices Framework (IPPF) Standard 1111 – Direct Interaction with the Board. The Chief Audit Executive (CAE) will have unrestricted access to communicate and interact directly with the System Director of Internal & External Audit, the Finance Committee of the Board of Supervisors and the Board of Supervisors. Private meetings without senior management present may also be called by the CAE, the System Director of Internal & External Audit or any member of the Finance Committee or Board of Supervisors.

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 a revised Internal Audit Charter.*