

UNIVERSITY OF LOUISIANA

S Y S T E M

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November 4, 2024

Dr. Kathy Johnson, President
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

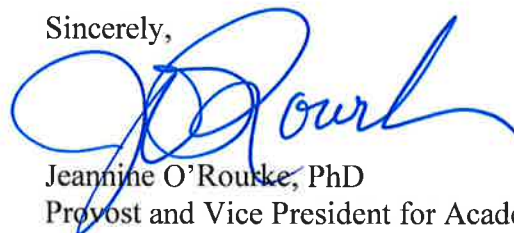
Dear Dr. Johnson:

On October 24, 2024, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

- H.10. Request for approval of a contract with Mr. Benjamin Hibbert.
- H.11. Request for approval of a contract with Mr. Jeff Lorio.
- H.12. Request for approval of a contract amendment with Mr. Tim Duncan.
- J.8. Request for approval to authorize President Gallot to execute documents for the sale of Goldring Hall to Ogden Museum of Southern Art (OMSA), Inc., subject to the following terms and conditions pursuant to Act 57 of the 2021 Legislative Session and Act 485 of the 2024 Legislative Session; and to authorize and direct Board Counsel to seek an Attorney General's Opinion on compliance with Acts, State Constitution, and Louisiana Law for the passage of said sale to OMSA.
- L.10. Request for approval to waive the requirement of a national search for the positions of Vice President of Research and Vice President for Finance and Administration.
- L.11. Request for approval to appoint Dr. Edwin H. Litolff III as Vice President for Finance and Administration.

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,



Jeannine O'Rourke, PhD
Provost and Vice President for Academic Affairs

Approved by the Board of Supervisors for the University of Louisiana System on 10/24/24.

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.10. University of New Orleans' request for approval of a contract with Mr. Benjamin Hibbert, Head Men's and Women's Cross-Country/Track & Field Coach, effective October 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through September 30, 2026, Coach will earn \$61,500 annually. In addition, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When either the Men's or Women's Cross-Country team achieves a one-year APR (Academic Progress Rate) score of 1000 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should either the Men's or Women's Cross-Country 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.
- When either the Men's or Women's Track team achieves a one-year APR (Academic Progress Rate) score of 985 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the cross-country program 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.
- Conference Individual or Relay Championship (M or W Track): One-time \$2,000
- Conference Team Championship (M or W Cross-Country): \$2,000 per team
- NCAA National Individual Qualifiers (M or W Cross-Country): \$500 per individual
- NCAA National Individual or Relay Qualifiers (M or W Track): \$250 per individual or relay
- NCAA Individual Championship (M or W Cross-Country): \$1,500 per individual

- NCAA Individual or Relay Championship (M or W Track): \$1,500 per individual or relay
- NCAA Team Championship (M or W Cross-Country or Track): \$5,000 and a one-year contract extension
- 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.

If the University terminates the agreement without cause, Coach 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, offset by any payments received by Coach from another University or Foundation. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation.

In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer of \$10,000.

The University and the 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. Benjamin Hibbert, Head Men's and Women's Cross-Country/Track & Field Coach, effective October 1, 2024.*

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.11. University of New Orleans' request for approval of a contract with Mr. Jeff Lorio, Head Men's Golf Coach, effective September 1, 2024.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2026, Coach will earn \$55,500 annually. In addition to the salary, Coach shall also be entitled to the following incentive compensation, funded by the University of New Orleans Foundation:

- When the Men's Golf team achieves a one-year APR (Academic Progress Rate) score of 980 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score, a \$500 performance incentive will be provided to Coach. This is applicable to each year of the agreement. Should the Golf program 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.
- Regular Season Tournament Win: \$1,000 per tournament win
- Conference Tournament Championship: \$2,500
- NCAA First Round and any other subsequent Regional Round win: \$1,500 per round
- NCAA National Championship: \$10,000
- 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.

If the University terminates the agreement without cause, Coach 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. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation.

In the event Coach terminates this agreement without cause, University will be entitled to liquidated damages paid by Coach or new employer equal to \$5,000.

The University and the 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. Jeff Lorio, Head Men's Golf Coach, effective September 1, 2024.*

Approved by the Board of Supervisors for the University of Louisiana System on 10/24/24.

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

ATHLETIC COMMITTEE

October 24, 2024

Item H.12. University of New Orleans' request for approval of a contract amendment with Mr. Tim Duncan, Vice President of Athletics and Recreation, effective September 1, 2024.

EXECUTIVE SUMMARY

The University requests to amend this contract that commenced on October 1, 2021, and set to expire on October 30, 2026. The Amendment provides for modification of the early termination without cause by the employee.

The current provision (Section 14.4) of the contract provides for the Vice President of Athletics and Recreation to pay liquidated damages in the amount of twenty-five percent should he terminate the contract early without cause. This Amendment revises provision (Section 14.4) to provide for him paying liquidated damages in the amount of \$25,000, payable in lump sum within ninety days of termination. All other terms and conditions in the October 1, 2021 remain the same.

Separate from the Amendment, but in connection with, the University of New Orleans has been offered a one-game guarantee contract in the amount of \$100,000 with the University of Memphis to play its Men's Basketball team during the 2025-26 basketball season.

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 amendment with Mr. Tim Duncan, Vice President of Athletics and Recreation, effective September 1, 2024.*

Approved by the Board of Supervisors for the University of Louisiana System on 10/24/24.

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

PERSONNEL COMMITTEE

October 24, 2024

Item L.10. University of New Orleans' request for approval to waive the requirement of a national search for the positions of Vice President of Research and Vice President for Finance and Administration.

EXECUTIVE SUMMARY

The University requests approval to waive the requirement of a national search for the positions of Vice President of Research and Vice President for Finance and Administration. The staff recommends approval.

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 waive the requirement of a national search for the positions of Vice President of Research and Vice President for Finance and Administration.*

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

PERSONNEL COMMITTEE

October 24, 2024

- Item L.11.** University of New Orleans' request for approval to appoint Dr. Edwin H. Litolff III as Vice President for Finance and Administration effective November 1, 2024.

EXECUTIVE SUMMARY

The University requests approval to appoint Dr. Edwin H. Litolff III as Vice President of Finance and Administration effective November 1, 2024 at an annual salary of \$215,000. The staff recommends approval.

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 appoint Dr. Edwin H. Litolff III as Vice President for Finance and Administration effective November 1, 2024.*