

PERSONNEL AFFAIRS COMMITTEE

(Following the Academic Affairs Committee)

Friday, August 24, 2012

Board of Supervisors' Meeting Room
2nd Floor, J.S. Clark Administration Building
Southern University and A & M College
Baton Rouge, Louisiana

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items
 - a. Continuation of Employment/Contracts for Head Coaches, SUBR
 - b. Continuation of Interim Appointments, SUBR
 1. Executive Vice Chancellor/Provost
 2. Associate Executive Vice Chancellor and Director of Honors College
 - c. Ratification of Appointment of the Vice President for Human Resources, SUS
 - d. Appointment of Visiting Professor, SULC
 - e. Revision of Organizational Chart to replace the Vice President for Institutional Advancement with a Vice President for External Affairs (*Executive session may be required*)
 - f. Appointment of Vice President for External Affairs, SUS (*Executive session may be required*)
6. Other Business
7. Adjournment

Members

Atty. Warren A. Forstall – Chair; Mr. Patrick W. Bell- Vice Chair; Mr. Calvin W. Braxton, Sr.;
Atty. Tony M. Clayton, Atty. Bridget A. Dinvaut, Mr. Marc A. Guichard, Mr. Willie E. Hendricks,
Dr. Eamon M. Kelly, Mrs. Ann A. Smith, Mr. Darren G. Mire - Ex Officio



Department of Athletics
 Southern University and A&M College
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To: Mr. Lester Pourciau
Cc: Ms. Pam Smith and Ms. LaShonda Stirgus
Re: Contract discussions for Head Coaches Roman Banks, Sandy Pugh, Roger Cador, Jeff Conyers, Karen Couvillion, Nancy Marshall, and John Knighten
Date: 5/22/12

After review of SWAC pay grades and in preparation for the 2012-13 budget, and in consideration of the Gender Equity Master Plan we are submitting to the NCAA for review on June 8, please review my rationale and recommendations for the salaries of the individuals listed above:

Jeff Conyers (\$44,000), Karen Couvillion (\$42,000), Nancy Marshall (\$49,000), and John Knighten (\$44,400) will be given \$2,800 salary adjustments for reasons of Gender Equity considerations. At their 2012-13 salaries, each of these coaches will be in the Top 4 of the SWAC, which is the target salary rate I recommend for recruitment and retention. Additionally, Jeff Conyers will be offered a two-year contract per recommendation of the gender equity consultant we hired, and in recognition of his competitive success (3-time defending SWAC Champion). Karen Couvillion will be offered a two-year contract per the recommendation of the gender equity consultant and in recognition of her competitive success and tenure, and this agreement is subject to the submission of a degree-completion plan submitted to and approved by the athletic director.

Roger Cador (\$125,000) will be offered a two-year extension and is the highest paid coach in the SWAC, and also longest tenured. He is the defending SWAC West Division champion and a true SU ambassador.

Roman Banks (\$115,000) will have the following amendment to his remaining two-year contract:

- 1) Coach Banks will earn a one-month salary bonus if he wins a SWAC Championship; a SWAC Tournament Championship; or LSWA or SWAC Coach of the Year;

- 2) Coach Banks will retain **\$51,000** to be applied toward salary adjustments for himself (no more than \$20,000) and his staff (no more than \$26,000) and an allotment for summer school tuition (\$5,000) if he secures **\$321,000** in annual game guarantees, and any amount between \$321,000.01-\$331,000 will go to the athletic department general fund. Any amount over \$331,000.01 will be split 50/50 between men's basketball operations and the athletic general fund. At this salary he will be the 3rd highest paid coach in the SWAC, minus incentives.

eg: in 2012-13, MBB has \$331,000 in game contracts. The athletic department will retain \$280,000 for its general fund. Coach Banks will receive a bonus stipend of \$20,000. Coach Banks' staff will receive bonus stipends of \$26,000. \$5,000 will be set aside for MBB players to attend summer school.

Sandy Pugh (\$105,800) will be offered a two-year contract extension with a **\$5,000 vehicle stipend** to satisfy gender equity requirements and make her the 3rd highest paid coach in the SWAC. Additionally, I propose that Coach Pugh be offered the following amendments to her current bonus structure:

- 1) Coach Pugh will earn a one-month salary bonus if he wins a SWAC Championship; a SWAC Tournament Championship; or LSWA or SWAC Coach of the Year;
- 2) Coach Pugh will retain **32% of her contracted game guarantees** to be applied toward salary adjustments for herself (no more than **50%, and the first \$5,000 in the form of a vehicle stipend**) in 2012-14, and the remaining 50% to be distributed as pay increases for her staff. At this salary she will be the 3rd highest paid coach in the SWAC, minus incentives. Her contract will be subject to review after 2013-14 for gender equity purposes.

eg: in 2012-13, WBB can contract \$62,000 in game contracts. The athletic department will retain \$42,000 for its general fund. Coach Pugh will receive a \$5,000 vehicle stipend, \$5,000 salary bonus. Coach Pugh's staff will receive bonus stipends of \$10,000.

Please review and provide feedback and approval so that this can be forwarded to the Board of Supervisors and Chancellor for proper approvals.

William Broussard, Ph.D.
Director of Athletics
Southern University

A Division I member of the Southwestern Athletic Conference

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**EMPLOYMENT CONTRACT OF HEAD BASEBALL COACH
ROGER CADOR**

This agreement is made and entered into on the _____ day of August 2012 between Southern University at Baton Rouge (SUBR), through its management board, the Board of Supervisors of Southern University and Agricultural and Mechanical College ("Board") and Roger Cadore ("Head Baseball Coach"). This agreement constitutes the employment contract and appointment of the Head Baseball Coach at Southern University in Baton Rouge, Louisiana (University). This agreement shall be effective on July 1, 2012 and shall remain in effect through June 30, 2014.

EMPLOYMENT OF HEAD BASEBALL COACH

I. Employment

- a. Board does hereby employ Head Baseball Coach as the head baseball coach, and Head Baseball Coach does hereby accept employment and agrees to perform all of the services pertaining to Baseball program that are required of Head Baseball Coach as well as other services as may be contemplated hereunder. All appointments are subject to applicable policies and regulations of the Board, and all employees are required to adhere to Board and/or administrative policies as they relate to them.
- b. Head Baseball Coach shall be responsible to, and shall report, directly to SUBR's Sports Administrator and/or Athletics Director.
- c. Head Baseball Coach shall supervise and manage the Baseball team and shall perform such other duties in SUBR's athletics department as the Sport Administrator and/or Athletic Director and/or Chancellor may assign, provided such other services are consistent with the services and duties of a NCAA Division I head baseball coach.
- d. Head Baseball Coach agrees to represent Southern University System positively in public and private forums and shall perform his duties and personally handle himself in a manner consistent with good sportsmanship and in accordance with high moral, ethical and academic standards of the Southern University System and its athletic programs.

II. Term

- a. The term of this agreement is for two (2) years commencing on July 1, 2012, and terminating on June 30, 2014. The Board has the option to extend this agreement for one (1) additional year.
- b. All options to extend and/or renewals of this agreement must be approved by the Board and Head Baseball Coach. Such extension and renewals shall be in writing and signed by both parties.

III. Compensation and Employment Benefits

- a. For services and satisfactory performance of all terms of this agreement, University shall pay Head Baseball Coach an annual base salary of one-hundred twenty-five thousand dollars (\$125,000.00). The salary shall be paid in equal amounts monthly or such other regular pay periods used for administrative employees.
- b. SUBR will provide Head Baseball Coach the opportunity to participate in the benefit plans for health insurance, dental insurance, retirement, disability, and life insurance, subject to eligibility requirements, normally provided by SUBR to its regular non-academic unclassified full-time employees.

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IV. Outside Income-Subject to Compliance with Board Rules

- a. Head Baseball Coach shall be authorized to earn other revenue while employed by SUBR but such activities are independent of his SUBR employment and SUBR shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board's policies.
- b. Head Baseball Coach shall report annually in writing to the Sport Administrator, Athletic Director and Chancellor all income from athletically related sources outside of the SUBR including but not limited to income from sports camps, housing benefits, television and radio programs, endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and SUBR shall have reasonable access to records of Head Baseball Coach to verify this report.

V. Performance Incentives

- a. As an incentive for exemplary performance and additional work that is required for season and post-season games and events and as an incentive for Head Baseball Coach to achieve the goals described below, SUBR agrees to pay the following performance incentives:

i. SWAC Championship

- | | | |
|----|------------------------------|--------------------|
| 1. | Head Baseball Coach | One month's salary |
| 2. | Full-Time Assistant Coaches | \$1,000.00 |
| 3. | Part-Time (salaried) Coaches | \$500.00 |

ii. Participation in NCAA or other post season competition

- | | | |
|----|------------------------------|--------------------|
| 1. | Head Baseball Coach | One month's salary |
| 2. | Full-time Assistant Coaches | \$1,000.00 |
| 3. | Part-Time (salaried) Coaches | \$500.00 |

iii. SWAC Coach of the Year

- | | | |
|----|---------------------|--------------------|
| 1. | Head Baseball Coach | One month's salary |
|----|---------------------|--------------------|

iv. Advancing to each subsequent round of the NCAA Tournament

- | | | |
|----|-----------------------------|--------------------|
| 1. | Head Baseball Coach | One month's salary |
| 2. | Full-time Assistant Coaches | One month's salary |

v. Private fundraising

1. Head Coach shall have the opportunity to secure private donations for the baseball program. Such donations shall be managed by the Southern University System Foundation ("Foundation") in an account dedicated for the baseball program. To the extent adequate funds are available, and subject to the approval of the Athletic Director, Chancellor and Director of the Foundation, Head Coach may withdraw not more than twenty-five thousand dollars (\$25,000.00) per year of such private donations dedicated to the baseball program to supplement his salary and those of his assistant coaches. If such a withdrawal is requested it shall be made after the last contest of the baseball season.

b. Payment of Incentives

Within forty-five (45) days of the last contest, Head Baseball Coach shall be provided an annual report of all performance incentives attained and private donations

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collected by the Foundation designated for baseball. All incentive payments earned and salary supplements shall be paid not later than the 60th day following the last contest of the season, including post-season play.

VI. Compliance with NCAA, Conference and University Rules

- a. Head Baseball Coach shall be responsible for being knowledgeable of and in compliance with all rules and regulations of the NCAA, SWAC and University. If Head Baseball Coach or the men's Baseball program is found to be in violation of NCAA regulations, Head Baseball Coach shall be subject to disciplinary or termination for cause as defined below. Head Baseball Coach may be suspended for a period of time, without pay, if Coach is found to be personally guilty of deliberate and serious violations of NCAA, SWAC or University regulations.
- b. Head Baseball Coach shall abide by state and federal laws, the State of Louisiana Code of Government Ethics, and the policies and regulations of Southern University System.

VII. Coaching Staff

Head Baseball Coach shall have the authority to recommend an offer of employment to one (1) Assistant Coach subject to approval by the Sport Administrator and Athletic Director, Chancellor and the President. The employment for the Assistant Coach will terminate annually and will be renewed only on the recommendation of the Head Baseball Coach and the approval of the Sport Administrator and Athletics Director, Chancellor and President.

VIII. Termination

- A. Termination for Cause.** The Board shall have the right to terminate this agreement for cause prior to its expiration, and such right shall exist notwithstanding any rights available under Section VI hereof, and in addition to the examples listed in SUBR Personnel Handbook, the termination for cause shall include but not be limited to any one or more of the following;

- i. Negligent or inattention by Head Baseball Coach of the standards, duties or responsibilities expected by Southern University System employees, after written notice thereof has been given to Head Baseball Coach by Athletic Director and Head Baseball Coach has continued such neglect or inattention during a subsequent period for not less than thirty (30) days;
- ii. Material, intentional, or reckless breach or violation by Head Baseball Coach of the agreement, including without limitation governing athletic rules and Southern University System rules; or
- iii. Conviction of Head Baseball Coach of any criminal violation (does not include minor traffic offenses or non-criminal offenses); or
- iv. Fraud or dishonesty of Head Baseball Coach in the performance of his duties or responsibilities hereunder; or
- v. Actively engaging in any conduct or committing any act that brings SUBR, Southern University System and Head Baseball Coach into public disrepute, contempt, embarrassment, scandal or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the Southern University System;
- vi. Conduct of Head Baseball Coach constituting a major violation, or a pattern of conduct that may constitute or lead to a major violation, of any NCAA or other governing athletic association rule or Southern University System interpretation thereof, that may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon the Southern University System or its athletic programs;

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- vii.** Any NCAA or SWAC rules violation by the men's Baseball program that results or could result in the University being placed on probation by the NCAA or the SWAC;
- viii.** Conduct by members of Head Baseball Coach's coaching or Baseball staff or others under his supervision or subject to his control or authority that may constitute a major violation or a pattern of conduct that may constitute or lead to a major violation of any NCAA or other governing athletic rule or Southern University System interpretation thereof of which Head Baseball Coach had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon SUBR or its athletic program;
- ix.** Conduct that the Athletic Director, Chancellor, President and/or the Board of Supervisors agree is not the best interest of SUBR and Southern University System and such conduct would be detrimental to the SUBR and Southern University System.
- x.** Failure of the men's Baseball program to meet the academic benchmarks established by the NCAA (including Academic Progress Rate (APR) benchmarks) which results in penalties or sanctions being imposed by the NCAA or other athletic governing authority.

In the event this Agreement is terminated for cause in accordance with the provisions of Section VIII hereof, then effective as of the termination date, Head Baseball Coach shall not be entitled to receive any further payments of base salary, and any other compensation or benefits otherwise payable under Section III hereof, except Head Baseball Coach will be entitled to continue such life or health insurance benefits at Head Baseball Coach's expense as required by law; and subject to any deductions permitted by Section III b. Head Baseball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the Agreement. Head Baseball Coach will be given notice of the cause and an opportunity for a hearing before the Board's Athletic Committee. The Athletic Committee will make a recommendation to Board on whether to terminate the Head Baseball Coach for cause for their final approval.

- B. Termination Without Cause.** In the event this agreement is terminated without cause, Head Baseball Coach and SUBR will be required to provide thirty (30) days notice to the other party. However, Head Baseball Coach may not terminate this agreement thirty (30) days prior to the first scheduled Baseball game of the Baseball season through the date of the last game of the Baseball season. In the event the agreement is terminated without cause, Head Baseball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the agreement. The parties agree that if this agreement is terminated without cause, Head Baseball Coach may be given a hearing at the sole discretion of the Boards' Athletic Committee. If SUBR terminates the agreement without cause, as permitted by Section VIII hereof, SUBR shall pay, and Head Baseball Coach agrees to accept as liquidated damages, an amount equal to the sum of the annual base salary for the remaining term of the agreement. If Head Baseball Coach terminates this agreement, the Head Baseball Coach will not be entitled to liquidated damages.

IX. Miscellaneous

- a. This agreement may be amended at any time only by a written instrument duly signed by SUBR through its designated representative and Head Baseball Coach. All amendments must be in writing.
- b. The agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- c. Head Baseball Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by Head Baseball Coach.
- d. The agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Head Baseball Coach by SUBR and supersedes all prior understandings and agreements, oral and written, regarding Head Baseball Coach's employment by SUBR.

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- e. Head Baseball Coach acknowledges that he has read and understands the foregoing provisions are reasonable and enforceable, and Head Baseball Coach agrees to abide by this agreement and the terms and conditions set forth herein.
- f. All notices, requests, demands and other communication hereunder may be given by personal delivery, delivery via expedited delivery or mail service such as Federal Express and United States mail with first class postage prepaid or facsimile/telecopier. Notices shall be sent to the names below:

If to Head Baseball Coach
Roger Cadot
Head Baseball Coach

If to SU-Baton Rouge
Dr. William Broussard
Director of Athletics
Southern University
P. O. Box 9942
Baton Rouge, LA 70813

With copies to
Tracie J. Woods, General Counsel
Office of President
J. S. Clark Administration Bldg.
4th Floor
Baton Rouge, LA 70813
225-771-4680 (p)
225-771-5522 (f)

- g. The invalidity or enforceability of any provision of this agreement has no effect on the validity or enforceability of any other provisions.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

SUBR Head Coach, Roger Cador

Date

SUBR Director of Athletics, William Broussard

Date

SUBR Chancellor, James Llorens

Date

SU System President, Ronald Mason, JD

Date

SUS Chairman, Darren Mire

Date

**AMENDED EMPLOYMENT CONTRACT OF HEAD BASKETBALL COACH
ROMAN P. BANKS**

This agreement is made and entered into on the _____ day of August 2012 between Southern University at Baton Rouge (SUBR), through its management board, the Board of Supervisors of Southern University and Agricultural and Mechanical College ("Board") and Roman P. Banks (Head Basketball Coach). This agreement constitutes the employment contract and appointment of the Head Basketball Coach at Southern University in Baton Rouge, Louisiana (University). This agreement shall be effective on July 1, 2012 and shall remain in effect through April 30, 2014.

EMPLOYMENT OF HEAD BASKETBALL COACH

I. Employment

- a. Board does hereby employ Head Basketball Coach as the head basketball coach, and Head Basketball Coach does hereby accept employment and agrees to perform all of the services pertaining to basketball program that are required of Head Basketball Coach as well as other services as may be contemplated hereunder. All appointments are subject to applicable policies and regulations of the Board, and all employees are required to adhere to Board and/or administrative policies as they relate to them.
- b. Head Basketball Coach shall be responsible to, and shall report, directly to SUBR's Sports Administrator and/or Athletics Director.
- c. Head Basketball Coach shall supervise and manage the basketball team and shall perform such other duties in SUBR's athletics department as the Sport Administrator and/or Athletic Director and/or Chancellor may assign, provided such other services are consistent with the services and duties of a NCAA Division I head basketball coach.
- d. Head Basketball Coach agrees to represent Southern University System positively in public and private forums and shall perform his duties and personally handle himself in a manner consistent with good sportsmanship and in accordance with high moral, ethical and academic standards of the Southern University System and its athletic programs.

II. Term

- a. The term of this agreement is for the period commencing on July 1, 2012, and terminating on April 30, 2014. The Board has the option to extend this agreement for one (1) additional year.
- b. All options to extend and/or renewals of this agreement must be approved by the Board and Head Basketball Coach. Such extension and renewals shall be in writing and signed by both parties.

III. Compensation and Employment Benefits

- a. For services and satisfactory performance of all terms of this agreement, University shall pay Head Basketball Coach an annual base salary of one-hundred fifteen thousand dollars (\$115,000.00). The salary shall be paid in equal amounts monthly or such other regular pay periods used for administrative employees.

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- b. SUBR will provide Head Basketball Coach the opportunity to participate in the benefit plans for health insurance, dental insurance, retirement, disability, and life insurance, subject to eligibility requirements, normally provided by SUBR to its regular non-academic unclassified full-time employees.

IV. Outside Income-Subject to Compliance with Board Rules

- a. Head Basketball Coach shall be authorized to earn other revenue while employed by SUBR but such activities are independent of his SUBR employment and SUBR shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board's policies.
- b. Head Basketball Coach shall report annually in writing to the Sport Administrator, Athletic Director and Chancellor all income from athletically related sources outside of the SUBR including but not limited to income from sports camps, housing benefits, television and radio programs, endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and SUBR shall have reasonable access to records of Head Basketball Coach to verify this report.

V. Performance Incentives

- a. As an incentive for exemplary performance and additional work that is required for season and post-season games and events and as an incentive for Head Basketball Coach to achieve the goals described below, SUBR agrees to pay the following performance incentives:

i. SWAC Regular Season Championship

- 1. Head Basketball Coach One Month Salary
- 2. Full-Time Assistant Coaches \$1,000.00

ii. SWAC Tournament Championship

- 1. Head Basketball Coach One Month Salary
- 2. Full-time Assistant Coaches \$1,000.00

iii. Advance to Second Round of the NCAA Tournament

- 1. Head Basketball Coach One Month Salary
- 2. Full-time Assistant Coaches \$1,000.00

iv. Advancing to each subsequent round of the NCAA Tournament

- 1. Head Basketball Coach One Month Salary
- 2. Full-time Assistant Coaches \$1,000.00

v. Advance to the Final Round (Final Four) of the NCAA Tournament

- 1. Head Basketball Coach \$25,000.00
- 2. Full-time Assistant Coaches \$10,500.00

vi. NCAA Championship

- 1. Head Basketball Coach \$50,000.00
- 2. Full-time Assistant Coaches \$20,000.00

vii. Attain at least the minimum Academic Progress Rate (APR) of 900 for the next three (3) consecutive season of 2012-2014

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1. Head Basketball Coach One Month Salary

viii. LSWA or SWAC Coach of the Year

1. Head Basketball Coach One Month’s Salary

ix.. Basketball Game Guarantee Incentive Funding

1. In order to encourage participating in the highest caliber non-conference contest which improve national exposure and recruiting, Head Basketball Coach shall be provided the authority to control the following basketball program incentive funding based upon the amount of guaranteed payments (“game guarantees”) collected from such contest.

If three hundred and twenty two thousand dollars (\$322,000.00) in game guarantees are collected in a single season, Head Basketball Coach shall have the ability to specifically designate how fifty-one thousand dollars (\$51,000.00) are spent on the basketball program.

2. If more than three hundred and thirty-one thousand dollars (\$331,000.00) in game guarantees are collected in a single season, Head Basketball Coach shall have the ability to specifically designate how fifty percent (50%) of the revenues collected in excess of \$331,000.00 are spent on the basketball program.
3. This incentive funding may be used at Head Basketball Coach’s discretion on any basketball related programs and activities, including recruiting, travel, salary supplements for head coach, assistant coaches, tutors, or other such personnel retained to assist the basketball program. Subject to the foregoing, Head Basketball Coach shall be limited to designating no more than twenty thousand dollars (\$20,000.00) of such incentive funding toward his own salary supplement annually.

b. Payment of Incentives

Within forty-five (45) days of the last contest, Head Basketball Coach shall be provided an annual report of all performance benchmarks and game guarantees collected for the season. The incentive funding described in section (V)(a)(vii) shall be based upon revenues collected as of the 30th day following the last contest of the season. All incentive payments and salary supplements shall be paid not later than the 60th day following the last contest of the season, including post season play.

VI. Compliance with NCAA, Conference and University Rules

- a. Head Basketball Coach shall be responsible for being knowledgeable of and in compliance with all rules and regulations of the NCAA, SWAC and University. If Head Basketball Coach or the men’s basketball program is found to be in violation of NCAA regulations, Head Basketball Coach shall be subject to disciplinary or termination for cause as defined below. Head Basketball Coach may be suspended for a period of time, without pay, if Coach is found to be personally guilty of deliberate and serious violations of NCAA, SWAC or University regulations.

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- b. Head Basketball Coach shall abide by state and federal laws, the State of Louisiana Code of Government Ethics, and the policies and regulations of Southern University System.

VII. Coaching Staff

Head Basketball Coach shall have the authority to recommend an offer of employment to three (3) Assistant Coaches subject to approval by the Sport Administrator and Athletic Director, Chancellor and the President. The employment for the Assistant Coaches will terminate annually and will be renewed only on the recommendation of the Head Basketball Coach and the approval of the Sport Administrator and Athletics Director, Chancellor and President.

VIII. A. Termination for Cause. The Board shall have the right to terminate this agreement for cause prior to its expiration, and such right shall exist notwithstanding any rights available under Section VI hereof, and in addition to the examples listed in SUBR Personnel Handbook, the termination for cause shall include but not be limited to any one or more of the following;

- i. Negligent or inattention by Head Basketball Coach of the standards, duties or responsibilities expected by Southern University System employees, after written notice thereof has been given to Head Basketball Coach by Athletic Director and Head Basketball Coach has continued such neglect or inattention during a subsequent period for not less than thirty (30) days;
- ii. Material, intentional, or reckless breach or violation by Head Basketball Coach of the agreement, including without limitation governing athletic rules and Southern University System rules; or
- iii. Conviction of Head Basketball Coach of any criminal violation (does not include minor traffic offenses or non-criminal offenses); or
- iv. Fraud or dishonesty of Head Basketball Coach in the performance of his duties or responsibilities hereunder; or
- v. Actively engaging in any conduct or committing any act that brings SUBR, Southern University System and Head Basketball Coach into public disrepute, contempt, embarrassment, scandal or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the Southern University System;
- vi. Conduct of Head Basketball Coach constituting a major violation, or a pattern of conduct that may constitute or lead to a major violation, of any NCAA or other governing athletic association rule or Southern University System interpretation thereof, that may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon the Southern University System or its athletic programs;
- vii. Any NCAA or SWAC rules violation by the men's basketball program that results or could result in the University being placed on probation by the NCAA or the SWAC;
- viii. Conduct by members of Head Basketball Coach's coaching or basketball staff or others under his supervision or subject to his control or authority that may constitute a major violation or a pattern of conduct that may constitute or lead to a major violation of any NCAA or other governing athletic rule or Southern University System interpretation thereof of which Head Basketball Coach had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon SUBR or its athletic program;
- ix. Conduct that the Athletic Director, Chancellor, President and/or the Board of Supervisors agree is not the best interest of SUBR and Southern University System and such conduct would be detrimental to the SUBR and Southern University System.
- x. Failure of the men's basketball program to meet the academic benchmarks established by the NCAA (including Academic Progress Rate (APR))

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benchmarks) which results in penalties or sanctions being imposed by the NCAA or other athletic governing authority....

In the event this Agreement is terminated for cause in accordance with the provisions of Section VIII hereof, then effective as of the termination date, Head Basketball Coach shall not be entitled to receive any further payments of base salary, and any other compensation or benefits otherwise payable under Section III hereof, except Head Basketball Coach will be entitled to continue such life or health insurance benefits at Head Basketball Coach's expense as required by law; and subject to any deductions permitted by Section III b. Head Basketball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the Agreement. Head Basketball Coach will be given notice of the cause and an opportunity for a hearing before the Board's Athletic Committee. The Athletic Committee will make a recommendation to Board on whether to terminate the Head Basketball Coach for cause for their final approval.

- B. Termination Without Cause.** In the event this agreement is terminated without cause, Head Basketball Coach and SUBR will be required to provide thirty (30) days notice to the other party. However, Head Basketball Coach may not terminate this agreement thirty (30) days prior to the first scheduled basketball game of the basketball season through the date of the last game of the basketball season. In the event the agreement is terminated without cause, Head Basketball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the agreement. The parties agree that if this agreement is terminated without cause, Head Basketball Coach may be given a hearing at the sole discretion of the Board's Athletic Committee. If SUBR terminates the agreement without cause, as permitted by Section VIII hereof, SUBR shall pay, and Head Basketball Coach agrees to accept as liquidated damages, an amount equal to the sum of the annual base salary for the remaining term of the agreement. If Head Basketball Coach terminates this agreement, the Head Basketball Coach will not be entitled to liquidated damages.

IX. Miscellaneous

- a. This agreement may be amended at any time only by a written instrument duly signed by SUBR through its designated representative and Head Basketball Coach. All amendments must be in writing.
- b. The agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- c. Head Basketball Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by Head Basketball Coach.
- d. The agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Head Basketball Coach by SUBR and supersedes all prior understandings and agreements, oral and written, regarding Head Basketball Coach's employment by SUBR.
- e. Head Basketball Coach acknowledges that he has read and understands the foregoing provisions are reasonable and enforceable, and Head Basketball Coach agrees to abide by this agreement and the terms and conditions set forth herein.
- f. All notices, requests, demands and other communication hereunder may be given by personal delivery, delivery via expedited delivery or mail service such as Federal Express and United States mail with first class postage prepaid or facsimile/telecopier. Notices shall be sent to the names below:

If to Head Basketball Coach
Roman Banks
Men's Head Basketball Coach
525 Joe Farris Drive
Hammond, LA 70403

If to SU-Baton Rouge
Dr. William Broussard
Director of Athletics
Southern University
P. O. Box 9942
Baton Rouge, LA 70813

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD MEN'S BASKETBALL COACH CONTRACT
Page 6**

With copies to
Tracie J. Woods, General Counsel
Office of President
J. S. Clark Administration Bldg.
4th Floor
Baton Rouge, LA 70813
225-771-4680 (p)
225-771-5522 (f)

- g. The invalidity or enforceability of any provision of this agreement has no effect on the validity or enforceability of any other provisions.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

SUBR Head Coach, Roman Banks

Date

SUBR Director of Athletics, William Broussard

Date

SUBR Chancellor, James Llorens

Date

SU System President, Ronald Mason, JD

Date

SUS Chairman, Darren Mire

Date

**EMPLOYMENT CONTRACT OF HEAD WOMEN'S BASKETBALL COACH
LASANDRA "SANDY" PUGH**

This agreement is made and entered into on the _____ day of August 2012 between Southern University at Baton Rouge (SUBR), through its management board, the Board of Supervisors of Southern University and Agricultural and Mechanical College ("Board") and LaSandra "Sandy" Pugh (Head Women's Basketball Coach). This agreement constitutes the employment contract and appointment of the Head Women's Basketball Coach at Southern University in Baton Rouge, Louisiana (University). This agreement shall be effective on July 1, 2012 and shall remain in effect through June 30, 2014.

EMPLOYMENT OF HEAD WOMEN'S BASKETBALL COACH

I. Employment

- a. Board does hereby employ Head Women's Basketball Coach as the head women's basketball coach, and Head Women's Basketball Coach does hereby accept employment and agrees to perform all of the services pertaining to basketball program that are required of Head Women's Basketball Coach as well as other services as may be contemplated hereunder. All appointments are subject to applicable policies and regulations of the Board, and all employees are required to adhere to Board and/or administrative policies as they relate to them.
- b. Head Women's Basketball Coach shall be responsible to, and shall report, directly to SUBR's Sports Administrator and/or Athletics Director.
- c. Head Women's Basketball Coach shall supervise and manage the basketball team and shall perform such other duties in SUBR's athletics department as the Sport Administrator and/or Athletic Director and/or Chancellor may assign, provided such other services are consistent with the services and duties of a NCAA Division I head women's basketball coach
- d. Head Women's Basketball Coach agrees to represent Southern University System positively in public and private forums and shall perform her duties and personally handle herself in a manner consistent with good sportsmanship and in accordance with high moral, ethical and academic standards of the Southern University System and its athletic programs.

II. Term

- a. The term of this agreement is for two (2) years commencing on July 1, 2012, and terminating on June 30, 2014. The Board has the option to extend this agreement for one (1) additional year.
- b. All options to extend and/or renewals of this agreement must be approved by the Board and Head Women's Basketball Coach. Such extension and renewals shall be in writing and signed by both parties.

III. Compensation and Employment Benefits

- a. For services and satisfactory performance of all terms of this agreement, University shall pay Head Women's Basketball Coach an annual base salary of one-hundred thousand eight hundred dollars (\$100,800.00). The salary shall be paid in equal amounts monthly or such other regular pay periods used for administrative employees.

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD WOMEN'S BASKETBALL COACH CONTRACT**

Page 2

- b. SUBR will provide Head Women's Basketball Coach the opportunity to participate in the benefit plans for health insurance, dental insurance, retirement, disability, and life insurance, subject to eligibility requirements, normally provided by SUBR to its regular non-academic unclassified full-time employees.

IV. Outside Income-Subject to Compliance with Board Rules

- a. Head Women's Basketball Coach shall be authorized to earn other revenue while employed by SUBR but such activities are independent of her SUBR employment and SUBR shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board's policies.
- b. Head Women's Basketball Coach shall report annually in writing to the Sport Administrator, Athletic Director and Chancellor all income from athletically related sources outside of the SUBR including but not limited to income from sports camps, housing benefits, television and radio programs, endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and SUBR shall have reasonable access to records of Head Women's Basketball Coach to verify this report.

V. Performance Incentives

- a. As an incentive for exemplary performance and additional work that is required for season and post-season games and events and as an incentive for Head Basketball Coach to achieve the goals described below, SUBR agrees to pay the following performance incentives:

i. SWAC Regular Season Championship

1.	Head Women's Basketball Coach	One Month's Salary
2.	Full-Time Assistant Coaches	\$1,000.00
3.	Part-Time (salaried) Assistant Coach	\$500.00

ii. SWAC Tournament Championship and Post-season appearance

1.	Head Women's Basketball Coach	One Month's Salary
2.	Full-time Assistant Coaches	\$1,000.00
3.	Part-time (salaried) Assistant Coaches	\$500.00

iii. SWAC Coach of the Year

1.	Head Women's Basketball Coach	One Month's Salary
----	-------------------------------	--------------------

iv. Basketball Game Guarantee Incentive Funding

- 1. In order to encourage participation in the highest caliber non-conference contest which improves national exposure and recruiting, Head Women's Basketball Coach shall be provided the authority to control the following basketball program incentive funding based upon the amount of guaranteed payments ("game guarantees") collected from such contest.
- 2. Head Women's Basketball coach shall have the ability to specifically designate how thirty-two and one-half percent (32.5%) of all collected game guarantees are spent on the basketball program ("incentive funding"). Subject to the foregoing, the first five thousand dollars (\$5,000.00) of incentive funding that head coach may direct each season shall be designated for a vehicle stipend for head coach.

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD WOMEN'S BASKETBALL COACH CONTRACT**

Page 3

3. The additional incentive funding in excess of five thousand dollars (\$5,000.00) per season may be used at Head Women's Basketball Coach's discretion on any basketball related programs and activities, including recruiting, travel, salary supplements for head coach, assistant coaches, tutors, or other such personnel retained to assist the basketball program. Subject to the foregoing, Head Women's Basketball Coach shall be limited to designating no more than the lesser of forty percent (40%) or ten thousand dollars (\$10,000.00) of such incentive funding toward her own salary supplement annually.

b. Payment of Incentives

Within forty-five (45) days of the last contest, Head Women's Basketball Coach shall be provided an annual report of all performance incentives attained and game guarantees collected for the season. The incentive funding described in section (V)(a)(iv) shall be based upon revenues collected as of the 30th day following the last contest of the season. All incentive payments and salary supplements shall be paid not later than the 60th day following the last contest of the season, including post-season play.

VI. Compliance with NCAA, Conference and University Rules

- a. Head Women's Basketball Coach shall be responsible for being knowledgeable of and in compliance with all rules and regulations of the NCAA, SWAC and University. If Head Women's Basketball Coach or the men's basketball program is found to be in violation of NCAA regulations, Head Women's Basketball Coach shall be subject to disciplinary or termination for cause as defined below. Head Basketball Women's Coach may be suspended for a period of time, without pay, if Coach is found to be personally guilty of deliberate and serious violations of NCAA, SWAC or University regulations.
- b. Head Women's Basketball Coach shall abide by state and federal laws, the State of Louisiana Code of Government Ethics, and the policies and regulations of Southern University System.

VII. Coaching Staff

Head Women's Basketball Coach shall have the authority to recommend an offer of employment to two (2) Assistant Coaches subject to approval by the Sport Administrator and Athletic Director, Chancellor and the President. The employment for the Assistant Coaches will terminate annually and will be renewed only on the recommendation of the Head Women's Basketball Coach and the approval of the Sport Administrator and Athletics Director, Chancellor and President.

VIII. A. Termination for Cause. The Board shall have the right to terminate this agreement for cause prior to its expiration, and such right shall exist notwithstanding any rights available under Section VI hereof, and in addition to the examples listed in SUBR Personnel Handbook, the termination for cause shall include but not be limited to any one or more of the following;

- i. Negligent or inattention by Head Women's Basketball Coach of the standards, duties or responsibilities expected by Southern University System employees, after written notice thereof has been given to Head Women's Basketball Coach by Athletic Director and Head Women's Basketball Coach has continued such neglect or inattention during a subsequent period for not less than thirty (30) days;

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD WOMEN'S BASKETBALL COACH CONTRACT**

Page 4

- ii. Material, intentional, or reckless breach or violation by Head Women's Basketball Coach of the agreement, including without limitation governing athletic rules and Southern University System rules; or
- iii. Conviction of Head Women's Basketball Coach of any criminal violation (does not include minor traffic offenses or non-criminal offenses); or
- iv. Fraud or dishonesty of Head Women's Basketball Coach in the performance of her duties or responsibilities hereunder; or
- v. Actively engaging in any conduct or committing any act that brings SUBR, Southern University System and Head Women's Basketball Coach into public disrepute, contempt, embarrassment, scandal or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the Southern University System;
- vi. Conduct of Head Women's Basketball Coach constituting a major violation, or a pattern of conduct that may constitute or lead to a major violation, of any NCAA or other governing athletic association rule or Southern University System interpretation thereof, that may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon the Southern University System or its athletic programs;
- vii. Any NCAA or SWAC rules violation by the women's basketball program that results or could result in the University being placed on probation by the NCAA or the SWAC;
- viii. Conduct by members of Head Women's Basketball Coach's coaching or basketball staff or others under his supervision or subject to his control or authority that may constitute a major violation or a pattern of conduct that may constitute or lead to a major violation of any NCAA or other governing athletic rule or Southern University System interpretation thereof of which Head Women's Basketball Coach had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the Southern University System negatively and significantly impact and reflect adversely upon SUBR or its athletic program;
- ix. Conduct that the Athletic Director, Chancellor, President and/or the Board of Supervisors agree is not the best interest of SUBR and Southern University System and such conduct would be detrimental to the SUBR and Southern University System.
- x. Failure of the women's basketball program to meet the academic benchmarks established by the NCAA (including Academic Progress Rate (APR) benchmarks) which results in penalties or sanctions being imposed by the NCAA or other athletic governing authority....

In the event this Agreement is terminated for cause in accordance with the provisions of Section VIII hereof, then effective as of the termination date, Head Women's Basketball Coach shall not be entitled to receive any further payments of base salary, and any other compensation or benefits otherwise payable under Section III hereof, except Head Women's Basketball Coach will be entitled to continue such life or health insurance benefits at Head Women's Basketball Coach's expense as required by law; and subject to any deductions permitted by Section III b. Head Women's Basketball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the Agreement. Head Women's Basketball Coach will be given notice of the cause and an opportunity for a hearing before the Board's Athletic Committee. The Athletic Committee will make a recommendation to Board on whether to terminate the Head Women's Basketball Coach for cause for their final approval.

- B. Termination Without Cause.** In the event this agreement is terminated without cause, Head Women's Basketball Coach and SUBR will be required to provide thirty (30) days notice to the other party. However, Head Women's Basketball Coach may not terminate this agreement thirty (30) days prior to the first scheduled basketball game of the basketball season through the date of the last game of the basketball season. In the event the agreement is terminated without cause, Head Basketball Coach will be paid any earned outstanding payments owed by SUBR as of the effective termination date pursuant to the terms of the agreement. The parties agree that if this agreement is terminated without cause, Head Women's Basketball Coach

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD WOMEN'S BASKETBALL COACH CONTRACT**

Page 5

may be given a hearing at the sole discretion of the Board of Supervisors' Athletic Committee. If SUBR terminates the agreement without cause, as permitted by Section VIII hereof, SUBR shall pay, and Head Women's Basketball Coach agrees to accept as liquidated damages, an amount equal to the sum of the annual base salary for the remaining term of the agreement. If Head Women's Basketball Coach terminates this agreement, the Head Women's Basketball Coach will not be entitled to liquidated damages.

IX. Miscellaneous

- a. This agreement may be amended at any time only by a written instrument duly signed by SUBR through its designated representative and Head Women's Basketball Coach. All amendments must be in writing.
- b. The agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- c. Head Women's Basketball Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by Head Women's Basketball Coach.
- d. The agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Head Women's Basketball Coach by SUBR and supersedes all prior understandings and agreements, oral and written, regarding Head Women's Basketball Coach's employment by SUBR.
- e. Head Women's Basketball Coach acknowledges that he has read and understands the foregoing provisions are reasonable and enforceable, and Head Women's Basketball Coach agrees to abide by this agreement and the terms and conditions set forth herein.
- f. All notices, requests, demands and other communication hereunder may be given by personal delivery, delivery via expedited delivery or mail service such as Federal Express and United States mail with first class postage prepaid or facsimile/telecopier. Notices shall be sent to the names below:

If to Head Women's Basketball Coach

LaSandra "Sandy" Pugh
Head Women's Basketball Coach
4166 Jefferson Woods Drive
Baton Rouge, LA. 70809

If to SU-Baton Rouge

Dr. William Broussard
Director of Athletics
Southern University
P.O. Box 9942
Southern University
Baton Rouge, LA 70813

With copies to

Tracie J. Woods
General Counsel
Office of President
J. S. Clark Administration Bldg.
4th Floor
Baton Rouge, LA 70813

- g. The invalidity or enforceability of any provision of this agreement has no effect on the validity or enforceability of any other provisions.

**SOUTHERN UNIVERSITY SYSTEM
SOUTHERN UNIVERSITY AT BATON ROUGE
HEAD WOMEN'S BASKETBALL COACH CONTRACT
Page 6**

IN WITNESS WHEREOF, the parties hereto have executed this agreement, or caused this agreement to be executed on the date shown below.

SUBR Head Coach, LaSandra Pugh

Date

SUBR Director of Athletics, William Broussard

Date

SUBR Chancellor, James Llorens

Date

SU System President, Ronald Mason, JD

Date

SUS Chairman, Darren Mire

Date

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER									
-----------------	--	--	--	--	--	--	--	--	--

CAMPUS: SUS X SUBR _____ SULAC _____ SUAREC _____ SUNO _____ SUSLA _____

EMPLOYMENT CATEGORY: 9-MONTH _____ 12-MONTH _____ OTHER x (Specify) 6 months

- | | | |
|--|--|---|
| <input type="checkbox"/> Academic | <input type="checkbox"/> Non-Academic | <input type="checkbox"/> Civil Service |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> Part-time (_____ % of Full Time) | <input type="checkbox"/> Restricted |
| <input type="checkbox"/> Tenured | <input type="checkbox"/> Undergraduate Student | <input type="checkbox"/> Job Appointment |
| <input type="checkbox"/> Tenured Track | <input type="checkbox"/> Graduate Assistant | <input type="checkbox"/> Probationary |
| <input type="checkbox"/> Other (Specify) _____ | <input type="checkbox"/> Retiree Return To Work | <input type="checkbox"/> Permanent Status |

Previous Employee Lester A. Pourciau Reason Left Continuation
 Date Left _____ Salary Paid \$98,000

Profile of Person Recommended

Length of Employment July 1, 2012 To June 31, 2013

Effective Date July 1, 2012

Name Lester A. Pourciau SS# xxx-xx-1740 Sex M Race* B
(Last 4 digits only)

Position Title: Vice President for Human Resources Department: Office of the President

Check One X Existing Position *Visa Type (See Reverse Side):

New Position Expiration Date: _____
(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 38 Southern University Experience 4

Degree(s):	Type/Discipline(BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>Master of Management</u>	<u>Troy State University</u>	<u>1988</u>
	<u>Bachelor of Business Adm.</u>	<u>Xavier University</u>	<u>1972</u>

Current Employer Southern University System

Personnel Action

Check One _____ New Appointment X Continuation _____ Sabbatical _____ Leave of Absence _____
 _____ Transfer _____ Replacement _____ Other (Specify) _____ Title Change _____

Recommended Salary \$98,000 Salary Budgeted \$98,000

Source of Funds _____

Identify Budget: _____ Location Office of System President
 Form Code: _____ Page _____ Item # _____

Change of: _____ From _____ To _____

Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side
 Comments: (Use back of form)

Source of Funds	Amount
	\$98,000

*See Reverse Side Graduate School signature (if, applicable):

Supervisor _____ Date _____ Dean/Unit Head _____ Date _____

Vice Chancellor _____ Date _____ Chancellor _____ Date _____

Director/Personnel _____ Date _____ Vice President/Finance _____ Date _____
 Business Affairs/Comptroller

[Signature] 8.16.12 _____ Date _____ Chairman/S.U. Board _____ Date _____
 President of Supervisors

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

_____ Hispanic or Latino _____ Non-Hispanic or Non-Latino

RACE (Please check all that apply):

_____ White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

_____ Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

_____ Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

_____ American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

EMPLOYEE REGULAR WORK SCHEDULE: 8:00AM – 5:00PM

EMPLOYEE DIRECT SUPERVISOR: Ronald Mason, Jr., Ph.D

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-“Practical Work Experience”)	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- _____ Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- _____ Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- _____ Application for Employment Form Admin/Fac/Uncl Positions(Civil Service Application for classified employees)
- _____ Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- _____ Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- _____ Exemptions Survey Form (signed by employee and budget head)
- _____ Proposed Employee Appointment
- _____ Proposed Employee Clearance
- _____ Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

JOB CLASS	3	8	2	9	6
JOB CODE	F				
CAL ID	M				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER	3	F	9	9	4	6
-----------------	---	---	---	---	---	---

NEW/HLTH/Ret

CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

EMPLOYMENT CATEGORY: 9-MONTH 12-MONTH OTHER (Specify) Fall 2012

Academic Non-Academic Civil Service
 Temporary Part-time (% of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) Retiree Return To Work Permanent Status

Previous Employee N/A Reason Left N/A
 Date Left N/A Salary Paid N/A

Profile of Person Recommended

Length of Employment 08/20/2012 To 05/10/2013
 Effective Date 08/20/2012

Name Michael Garrard SS# 437-04-1752 Sex M Race* W
(Last 4 digits only)

Position Title: Visiting Professor Department: Law Center - Instruction

Check One Existing Position New Position *Visa Type (See Reverse Side):
 Expiration Date:

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 29 Southern University Experience 0

Degree(s):	Type/Discipline (BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	B.S.	Nicholls State University	1978
	J.D.	Louisiana State University Law Center	1984
	L.L.M., Labor & Employment	Georgetown University Law Center	1992

Current Employer Kean Miller

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) Fall 2012

Recommended Salary \$ 100,000 Salary Budgeted \$ 100,000

Source of Funds General Appropriation

Identify Budget: State Location 311001-32020-61003-31000
 Form Code: BOR10 Page 1 Item # 1

Change of: From To
 Position _____
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side
 Comments: (Use back of form)

Source of Funds	Amount
n/a	n/a

*See Reverse Side

Graduate School signature (if, applicable):

<u>Russell G. Jones</u> Supervisor Date <u>8/14/2012</u>	Dean/Unit Head Date _____
<u>Russell G. Jones</u> Vice Chancellor Date <u>8/14/2012</u>	Assoc. V/C for Fin. Affairs <u>Judith P. Kelly</u> Date _____
Director/Personnel Date _____	Chancellor Date _____
<u>Donald W. Anderson</u> President Date <u>8.21.12</u>	Vice President/Finance Business Affairs/Comptroller Date _____
	Chairman/S.U. Board of Supervisors Date _____

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black, not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

Visiting Professor Fall 2012 and Spring 2013

EMPLOYEE REGULAR WORK SCHEDULE: Daily
EMPLOYEE DIRECT SUPERVISOR: V/C Russell Jones
NUMBER OF EMPLOYEES SUPERVISED, (if any) 0

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-"Practical Work Experience")	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)

CONTINGENT UPON AVAILABILITY OF FUNDS

SOUTHERN UNIVERSITY LAW CENTER
ENCUMBERED / FUNDS AVAILABLE
 DATE 8/13/12
 BY [Signature] Rev. 8/10/2012



SEARCH

Michael C. Garrard
 Phone: 225.382.3409
 Fax: 225.388.9133
 michael.garrard@keanmiller.com
 Print This Profile

2012 AUG 16 PM 5:01
 RECEIVED
 SOUTHERN UNIVERSITY
 HUMAN RESOURCES

- HOME
- PEOPLE FIRST
- ABOUT KEAN MILLER
- OUR PEOPLE
- SERVICES
- INDUSTRY PROFILES
- ALERTS
- RECRUITING
- NEWSWIRE
- BLOG
- CONTACT US

SIGN-UP FOR OUR NEWSLETTERS

Your Name
Your Email
Your Phone
Your Company
Select <input type="button" value="GO"/>

Mike Garrard is of counsel in the Baton Rouge office of Kean Miller. He joined the firm in 1983 and practices in the labor and employment law group. Mike has more than 25 years of experience in connection with labor and employment law related matters and represents management clients in connection with a wide variety of labor and employment law issues.

Mike has an LL.M. Degree in Labor and Employment Law from the Georgetown University Law Center in Washington, D.C. He has served as an Adjunct Professor at the LSU Law Center since 1998 teaching the Labor Law class.

Mike represents clients in connection with employment discrimination matters including EEOC charges and suits alleging violations of Title VII, the ADA, the ADEA, the FMLA and other federal and state provisions.

Mike represents and assists employers in connection with investigations by the United States Department of Labor and in connection with lawsuits regarding the Fair Labor Standards Act. He also represents clients in connection with labor law matters such as unfair labor practice charges and arbitration matters.

Mike assists clients in connection with a broad range of employment law issues including OSHA matters and the preparation of employee handbooks and policies and procedures.

REPRESENTATIVE EXPERIENCE

- ✦ Represented large governmental entity in federal court litigation requesting class action relief for alleged race discrimination
- ✦ Represented numerous employers of various types in connection with federal and state court litigation alleging employment discrimination
- ✦ Represented numerous employers in connection with charges filed with the U.S. Equal Employment Opportunity Commission
- ✦ Represented employers in federal court litigation in connection with the alleged claims pursuant to the Fair Labor Standards Act
- ✦ Represented major industrial client in connection with compliance proceeding pursuant to the National Labor Relations Act
- ✦ Assisted numerous employers with issues related to employee manuals, employment policies and procedures, drug testing, and other employment law related matters

EDUCATION

Mike earned his B.S., *cum laude*, from Nicholls State University in 1978. He earned his J.D. from the LSU Law Center in 1981 and his LL.M. in Labor and Employment Law from the Georgetown University Law Center in 1992. He is a member of the Phi Kappa Phi, the Order of the Coif and the LSU Law Center Hall of Fame.

ADMISSIONS

- ✦ Admitted, Louisiana, 1982; United States District Court for the Middle, Western and Eastern Districts of Louisiana; United States Court of Appeals, Fifth Circuit

MEMBERSHIPS

- ✦ Baton Rouge, Louisiana State (Labor Law Section) and American (Labor and Employment Law Sections) Bar Associations; ABA Committee for Liaison with EEOC and OFCCP; Greater Baton Rouge Society for Human Resource Management (GBR-SHRM)

ARTICLES, PUBLICATIONS AND PRESENTATIONS

- » *What Every Business Needs to Know About the Fair Labor Standards Act*, Society of Louisiana Certified Public Accountants, September 20, 21 and 22, 2011.
- » *Compliance with Employment Law*, April 26, 2011, Baton Rouge Medical Group Management Association.
- » *Recent Developments in Employment & Labor Law*, December 17, 2010, Baton Rouge Bar Association.
- » *Recent Developments in Employment, Health Care and Labor Law*, 2010 Fall Various Chemical Companies Conference, Lake Charles, Louisiana, October 21, 2010.
- » *Some Comments About the Fair Labor Standards Act*, Northlake Medical Managers Association, Covington, Louisiana, October 20, 2010.
- » *Labor and Employment Law Trivia*, Various Chemical Companies, 2007.
- » *A Few Comments About the FMLA and the ADA and Employees Who are Ill*, Various Chemical Companies, 2006.
- » *Recent Developments in Labor and Employment Law*, Louisiana Society for Human Resources, 2006
- » *Recent Developments in Labor and Employment Law*, Various Chemical Companies, 2008.
- » *Section 7 of the National Labor Relations Act*, Baton Rouge Bar Journal, 2004.
- » *A Brief Discussion in Regard to Some Issues in Connection with the National Labor Relations Act*, Various Chemical Companies, 2005.
- » *Legal Issues in Hiring, During Employment and in Connection with the Termination of Employment*, Various Chemical Companies Annual Meeting, 2004.
- » *Recent Developments in Labor and Employment Law*, Southeastern University, Hammond, Louisiana, 2004.
- » *Recent Developments in Employment Discrimination*, Baton Rouge Bar Association, 2004.
- » *Employment Discrimination*, Baton Rouge Bar Association, 2004.
- » *Recent Developments in Labor and Employment Law*, Baton Rouge Bar Association, 2003.
- » *Recent Developments in Labor and Employment Law*, VCC Seminar, 2003.
- » *Hot Topics in Labor & Employment Law*, Greater Baton Rouge Society for Human Resource Management, 2002.
- » *Hot Topics in Labor & Employment Law*, West Baton Rouge Chamber of Commerce, 2001.
- » *Avoiding and Defending Employment Discrimination Claims*, Baton Rouge Chamber of Commerce, 1997.
- » *Struggling With the ADA, Worker's Compensation and the FMLA?*, Louisiana State University Law Center, 1995.
- » *A Few Brief Comments Concerning Certain Selected Matters in Connection With the Americans With Disabilities Act*, Louisiana Municipal Association, 1994.
- » *A Brief Discussion in Regard to Some of the Legal Issues and Practical Considerations in Connection With Employee Handbooks*, Baton Rouge Chamber of Commerce, 1994.
- » *Some Considerations in Connection With Claims of Age Discrimination in Employment*, Baton Rouge Bar Association, 1994.
- » *Do You Have Mistakes in Your Employee Policy Manual?*, The Law Journal, 1994.
- » *A Brief Discussion in Regard to Some of the Provisions of the Civil Rights Act of 1991*, Baton Rouge Bar Association, 1992.
- » *Louisiana Labor and Employment Law*, National Business Institute, 1990.
- » *Hiring and Firing*, Baton Rouge Bar Association, 1990.
- » *Substance Abuse and Drug Testing in the Workplace*, Baton Rouge Bar Association Lawyer Referral Service, 1990.
- » *Basic Issues in Employment Law in Louisiana*, National Business Institute, 1988.
- » *Labor and Employment Law for Louisiana*, National Business Institute, 1987.

COMMUNITY SERVICE

- » Member, Board of Directors, Swine Palace
- » Member, Board of Directors, Friends of Louisiana Public Broadcasting
- » Chairman, Executive Committee, Board of Directors, Operation Upgrade of Baton Rouge
- » Member, Baton Rouge Rotary Club
- » Member, Board of Directors, Catholic-Presbyterian Apartments, Inc.
- » Member, Board of Directors, Catholic Community Services
- » Member, Board of Directors, St. Joseph Academy

REPORTED DECISIONS

- » *City of Baker School Board v. East Baton Rouge Parish School Board*, 754 So. 2d 291 (La. App. 1st Cir. 2000).
- » *Bonner v. Blanche*, 499 So. 2d 1278 (La. App. 4th Cir. 1986).
- » *Joseph v. Zachary Manor Nursing Home*, 729 F. Supp. 41 (M.D. La. 1990).

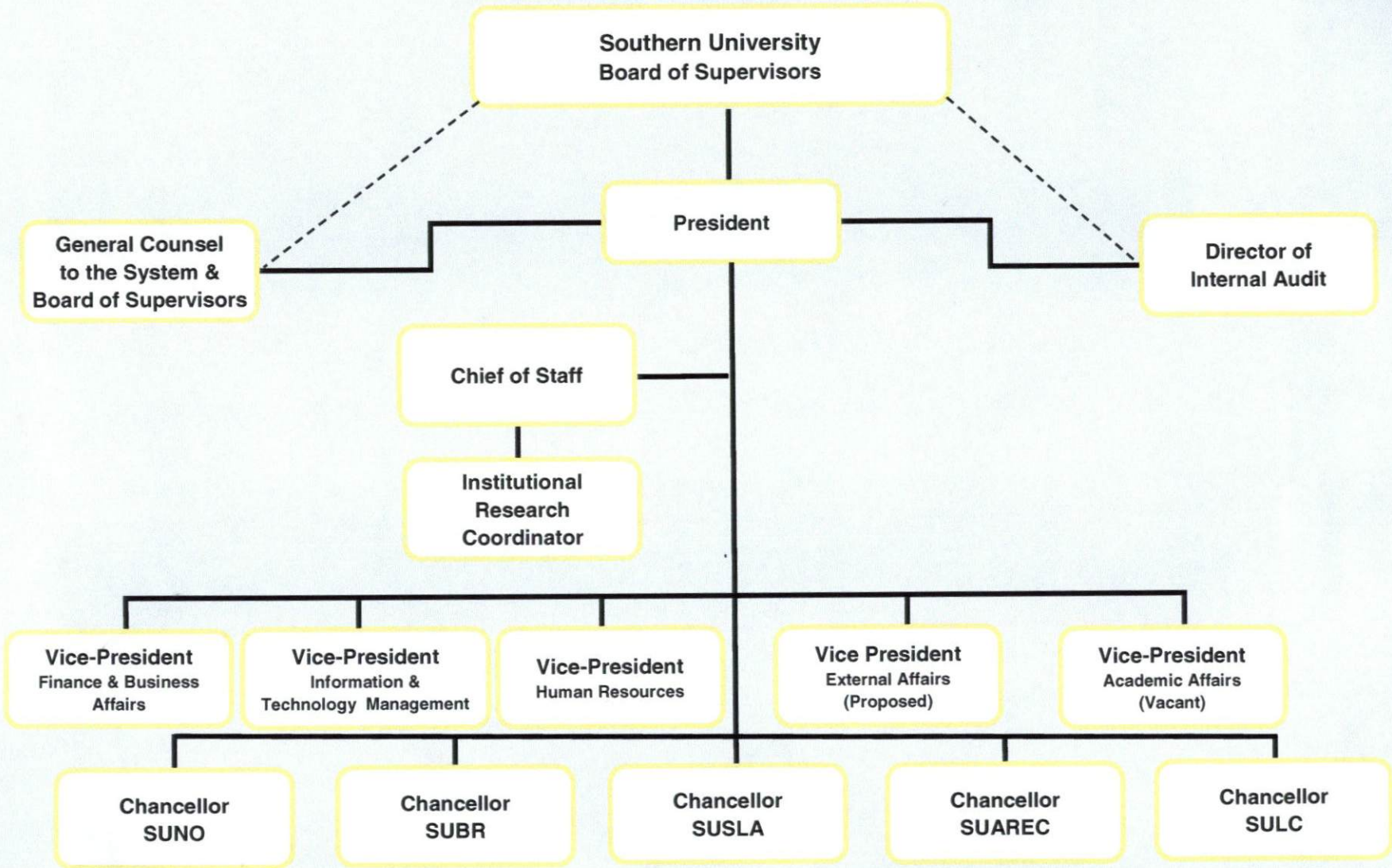
MARTINDALE HUBBELL PEER REVIEW RATED



SERVICES

- » Labor and Employment Law

SOUTHERN UNIVERSITY SYSTEM






SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING
BATON ROUGE, LOUISIANA 70813

Office of the President
(225) 771-4680

Fax Number
(225) 771-5522

TO: Southern University System
Board of Supervisors

FROM: Ronald Mason Jr. 
President
Southern University System

RE: Request for New Position

DATE: August 15, 2012

In an environment of shrinking resources, the System Office continues to seek ways to increase efficiency and productivity. Even though we downsized by 15 staff positions two years ago, and did not fill two more positions that became vacant a year ago, we must also reduce staff by an additional three for the upcoming year.

In order to accommodate a smaller work force, we recommend a new organizational structure that consolidates the functions of development, alumni relations, constituency relations, government relations, trademark licensing, communications and Bayou Classic programs coordination under one umbrella. These functions are supervised by multiple personnel in other Systems. However, circumstances require Southern to combine these functions under one supervisor. The new position would be titled Vice-President for External Affairs. I am recommending Byron C. Williams, currently Executive Counsel, for the new position. I am also recommending a salary of \$132,000 for the position.

The job description and salary comparable for the Vice-President for External Affairs position, as well as Mr. Williams' resume are attached.

Due to lack of time and money, we will not advertise a search for this position. There are no funds for a new employee. This is an internal reorganization in an attempt to maintain or increase productivity with fewer bodies, and save dollars. By eliminating a position, and revising two budgeted positions, a savings of \$70,000 is realized.

Attachments



SOUTHERN UNIVERSITY AND A&M COLLEGE SYSTEM

J.S. CLARK ADMINISTRATION BUILDING

BATON ROUGE, LOUISIANA 70813

Office of the President
(225) 771-4680

Fax Number
(225) 771-5522

Comparable Salary Data for Vice President for External Affairs Position College and University Professional Association for Human Resources (CUPA)

2011 Administrative Compensation Survey – (for the 2010-11 academic year)

A. Table 4B: Unweighted Median Salary by Enrollment

Quartile 3: 7,725-17,425 - All Public Institutions, page 37

Salary - \$150,341

Median \$150,341

B. Table 5: Unweighted Median Salary by Budget Quartile – Public Institutions, Page 49

Quartile 3: \$126.3m - \$383.2m

Salary - \$150,000

Median - \$150,341

Vice President for External Affairs

The Vice-President for External Affairs is responsible for the supervision and administrative management of communications that provide an understanding of the Southern University System (SUS) and its mission. The major units of External Affairs are responsible for Governmental & Constituency Relations at the federal, state and local levels; Media Relations and Communications; Trademark & Licensing; Alumni Relations; Development & Institutional Advancement and the Bayou Classic. The central purpose of External Affairs is to monitor the exchange of information between the Southern University System and its major stakeholders in order to build support for its mission while providing information on its objectives, goals, aspirations and programs. The Vice-President for External Affairs works closely with the SUS President and the Executive Cabinet on budget, personnel and activities related to its responsibilities.

The units supervised by the Vice-President for External Affairs are as follows:

1. Governmental and Constituency Relations

- a. **Federal Relations**-represents the SUS by advancing its priorities with members of Congress, their staffs and federal agency administrators. This unit advocates on the behalf of the SUS, monitoring legislation and pointing out ways the SUS can benefit from federal legislation or programs.
- b. **State Relations**-works with state legislators, statewide elected office and state agency officials to advance the SUS academic and legislative agenda. This unit is responsible for facilitating positive relationships with state government; advocating on behalf of the SUS; educating the SUS community about state issues; and, monitoring legislation that will affect the SUS.
- c. **Regional Relations**-serves as a link between the SUS, surrounding neighborhoods, civic groups and local government. This unit works to build relationships between the SUS and external groups by the exchange of information and coordinating the SUS response to local policy issues.

2. Media Relations and Communications

- a. Involves working with various media for the purpose of informing the public of the SUS mission, policies and practices in a positive, consistent and credible manner. This unit coordinates directly with those responsible for producing the news and features in mass media. The goal of media relations is to maximize positive coverage in the mass media without paying for it directly through advertising.
- b. Provides news and information of SUS activities, teaching, research and service to local, state, national and international media. This unit also prepares and distributes news releases, responds to reporters seeking expert commentary on matters of public interest, writes and edits various internal and external communications including, but not limited to, the System's quarterly magazine, OVATIONS. Media Relations also serves as the SUS official press liaison during emergencies or crisis.

3. Trademark and Licensing

- a. Directs the maintenance of the SUS graphic identity, establishes and enforces trademark development and use policy, and sets the marketing direction for the SUS through the medium of identifying trademarks.
 - i. Plans, implements and directs activities for marketing the SUS image through the means of graphic identity and trademark licensing and marketing.
 - ii. Assures that all manufacturers using the SUS trademarks have executed licensing agreements on file. Develops and administers all licensing contracts and verifies that all licenses are in compliance with requirements.
 - iii. Reviews and approves all products and artwork bearing the SUS trademarks, ensuring that products and artwork enhance the image and reputation of the SUS. Maintains samples and artwork from each trademark or word mark.
 - iv. Identifies unauthorized use of the SUS trademarks and takes necessary steps to halt sales.
 - v. Collects royalties from merchandise sales.

4. Alumni Relations

- a. Responsible for the planning and implementation of programs and projects that strategically engage alumni in strengthening programs and provide tangible benefits to alumni and current students.
 - i. Works closely with the Alumni Association Board of Directors.
 - ii. Plans, implement and promotes alumni programs that support the SUS strategic plan.
 - iii. Ensures accurate and complete alumni database records.
 - iv. Establish and build relationships with a wide range of alumni, locally, regionally, nationally and internationally.
 - v. Educate graduating students about alumni benefits and engage them in programs.

5. Development & Institutional Advancement

- a. Provides financial assistance to the SUS for the purpose of establishing or strengthening its financial management, academic resources and endowment-building capacity and infrastructure.
 - i. Financial assistance to students especially with regard to student scholarship, indebtedness and assistance programs.
 - ii. Initiate and engage alumni, community and stakeholders in programs that will encourage financial support for the SUS mission and purpose.
 - iii. Increase endowment capacity from external and internal sources.
 - iv. Acquisition of real property in connection with the construction, renovation or addition to or improvement of campus facilities.

6. Bayou Classic

- a. Responsible for the coordination of all areas of the Bayou Classic including, but not limited to, game day operations, events management, vending, corporate sponsorship, marketing, administrative and business operations.
- b. Works closely with Grambling State University and the event management company coordinating the logistics of events, planning and developing game operations manuals and checklists.
- c. Markets and promotes event to external constituents to raise the excitement and increase levels of attendance.
- d. Coordinates special event support with the City of New Orleans.
- e. Establishes and maintains excellent and effective communications and working relationships with Bayou Classic constituents, stakeholders, properties, and corporate sponsors.
- f. Conducts analyses to assist with the development of operations budget.
 - i. Prepares cost estimates.
 - ii. Negotiates contracts.
 - iii. Manages the revenue and cost elements.
 - iv. Prepares event financial statements.

BYRON C. WILLIAMS, ESQ.

5214 Pratt Drive
New Orleans, LA 70122
byroncwilliams@gmail.com
(504) 234-1667 (cell)
(504) 283-5222 (home)

PROFESSIONAL PROFILE

- Accomplish executive administrator with over 10 year record of office management and supervisory experience.
- Accomplish attorney with over 24 year record of experience as special counsel, judge pro tempore, executive assistant district attorney, assistant United States attorney and federal law clerk.
- Extensive experience as developer of accomplished and quantifiable strategies in order to achieve specific goals.
- Extensive experience in coordinating and facilitating public and media relations strategies.
- Effective in fund-raising, proficient in athletic event marketing, and adept at generating external revenue with a proven track record of establishing and maintaining corporate partner and community based relationships.
- Skillful negotiator with an expansive network and proven ability to effectively manage overall athletics external relations program for NCAA member institutions.
- Facilitate the analysis and acquisition of sponsorship, marketing, fund-raising, licensing agreements and endorsement contracts.

PROFESSIONAL EXPERIENCE

Southern University System - Baton Rouge, Louisiana **Executive Counsel to the President (July 2010 - present)**

As Bayou Classic Coordinator, directly engaged and facilitated complete review of all areas of the Bayou Classic; including events management, vending, corporate sponsorship, marketing, administrative and business operations. Developed and implemented dynamic new events, including the Road Tour, Thanksgiving Day Parade, Golf Tournament, House Party and Gospel Brunch. Coordinated and developed plans with athletic department personnel for game operations manual, event protocols and checklists. Managed and approved marketing strategy to raise Bayou Classic awareness and promote events to external constituents. Prepared budgets, cost estimates and contract negotiations to generate over \$1.3M in net proceeds to Southern and Grambling State Universities in 2011. As legislative liaison, in 2011, directly engaged and coordinated legislators, alumni, community leaders, ministers and Southern University stakeholders in defeating attempts to merge Southern University at New Orleans and the University of New Orleans into the University of Louisiana System. In 2012, coordinated the legislative strategy which resulted in securing over \$4M in state funds for demolition of Magnolia Triangle dormitories on the Baton Rouge campus; capital

improvements and infrastructure repairs to the Southern University Lab School; and passage of legislative bills in support of Lab School that will help to maintain and build upon its academic quality and increase enrollment. Coordinated the legislative strategy which secured another \$4M in one-time funding from the state legislature. Coordinated the successful legislative campaign to secure \$1M in state funding for the Honore' Center for Undergraduate Student Achievement in 2010 and 2011, which takes place at the Southern University at New Orleans campus. Established and enhanced the Southern University Trademark and Licensing brand by excellent and effective communications and strategic planning with university constituents and the Collegiate Licensing Company, which generated over 12% increased royalties received by the university in prior years.

Jackson State University - Jackson, Mississippi
Athletics Development Officer (May 2009 - May 2010)

Facilitated comprehensive JSU "Developing Champions" initiative; advised and consulted with JSU Blue Ribbon Commission analyzing future of the athletic department; established fund-raising opportunities within JSU corporate community; increased membership in JSU athletic booster constituencies; reviewed and revised JSU's Athletic Department Policies and Procedures Manual.

Judiciary Commission of Louisiana - New Orleans, Louisiana
Special Counsel (July 2008 - May 2009)

Lead counsel in the investigation and prosecution of cases of judicial misconduct before the Judiciary Commission and the Louisiana Supreme Court, as well as, managed and directed the activities of the legal, investigative and support staff for the Office of the Special Counsel.

Orleans Parish Criminal District Court - New Orleans, Louisiana
Judge Pro Tempore, Section "E" (February 2008 - July 2008)

Criminal District Court Judge responsible for all phases of criminal proceedings allotted to Section "E" - including arraignments, calendar hearings, pre-trial, trial, post-trial motions and sentencings.

Orleans Parish District Attorney's Office - New Orleans, Louisiana
Executive Assistant District Attorney (February 2003 - February 2008)

Chief of Screening Division

Chief of Economic Crime Division

Senior Trial Attorney, Section "K"

Supervised and managed two divisions of the District Attorney's Office. Provided administrative oversight of screening and trial attorneys, clerical and investigative staff, as well as, screening and charging decisions for all criminal prosecutions in Orleans Parish. Conducted a wide range of pretrial hearings; tried felony bench and jury trials; presented criminal offenses before state grand jury and supervised senior and junior trial assistants in preparation of cases and case management.

United State Attorney's Office, Eastern District of Louisiana
Assistant United States Attorney (January 1994 - February 2003)
Violent Crimes and Drug Unit
Financial Crimes Unit
General Crimes Unit

Responsible for all phases of criminal prosecution from initial investigation, charging decisions, pre-trial practice through trial, post-trial motions, sentencing and appellate practice. Extensive courtroom experience including arraignments, calendar appearances, trials, hearings (motion to suppress, motions in limine, voir dire, etc.) Presented criminal offenses before federal grand jury.

United States Magistrate Judge Louis Moore, Jr.,
United States District Court, Eastern District of Louisiana (January 1988 - January 1994)
Federal Law Clerk/Career Clerk Designation

Researched and prepared pre-trial discovery motions, prepared legal memoranda on reports and recommendations to the U.S. District Court, to include, Title 28 USC 1983, 2254, 2255; employment discrimination and social security cases.

Orleans Parish District Attorney's Office - New Orleans, Louisiana
Law Clerk, Trials Division (March 1986 - December 1987)

Researched and prepared legal memorandum related to issues on pre-trial, trial and post-trial matters.

Tulane University - New Orleans, Louisiana
Office of the General Counsel (1985)
Law Clerk

Assignments ranged from matters of research dealing with employment, tax planning, athletics (NCAA), student discipline, to miscellaneous issues related to providing advice and counsel to the Board of Administrators of Tulane University and the University Administration.

American General Insurance Company - New Orleans Agency
Insurance Representative (September 1982 - December 1984)

Responsible for sales and services of numerous life and health insurance products.

Muscular Dystrophy Association - New York, New York

District Director - New Orleans District (January 1981 - August 1981)

District Director - Mobile/Pensacola District (May 1980 - January 1981)

Program Coordinator - New Orleans District (May 1979 - May 1980)

Administrative supervisor for two district offices and responsible for fund-raising, marketing, and program development. Extensive public speaking and corporate sponsorship relations, to include, communications and media relations. Produced the local telecast of the Jerry Lewis Labor Day Telethon.

EDUCATION

J.D. - Tulane University School of Law - New Orleans, Louisiana, 1987

CLEO Scholar - University of Nebraska School of Law - Lincoln, Nebraska, 1984

B.S. - Pre-Physical Therapy Sciences, University of Montana - Missoula, Montana, 1978

Diploma - St. Augustine High School - New Orleans, Louisiana, 1972

MEMBERSHIPS

Louisiana State Bar Association

New Orleans Bar Association

Greater New Orleans Louis A. Martinet Legal Society

CIVIC AFFILIATIONS

New Orleans Recreation Department

Chairman, Rules and Eligibility Committee

New Orleans, Louisiana

New Orleans Recreation Department

Volunteer Coach, Milne Playground

New Orleans, Louisiana

Past National Board Member, St. Jude's Ranch for Children
Boulder City, Nevada

Past National Treasurer
National Black Prosecutor's Association
Chicago, Illinois

GUEST LECTURER/PRESENTER

United States Attorney's Office, National Advocacy Center
Columbia, South Carolina

Federal Bureau of Investigation
Quantico, Virginia

Louisiana District Attorney's Association
Lafayette, Louisiana

Muscular Dystrophy Association
New York, New York

JOB CLASS				
JOB CODE				
CAL ID				

SOUTHERN UNIVERSITY SYSTEM

Personnel Action Form

POSITION NUMBER									
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CAMPUS: SUS SUBR SULAC SUAREC SUNO SUSLA

EMPLOYMENT CATEGORY: 9-MONTH 12-MONTH OTHER (Specify) _____

Academic Non-Academic Civil Service
 Temporary Part-time (_____ % of Full Time) Restricted
 Tenured Undergraduate Student Job Appointment
 Tenured Track Graduate Assistant Probationary
 Other (Specify) _____ Retiree Return To Work Permanent Status

Previous Employee N/A Reason Left _____
 Date Left _____ Salary Paid _____

Profile of Person Recommended

Length of Employment July 1, 2012 To June 31, 2013

Effective Date September 1, 2012

Name Byron C. Williams SS# xxx-xx-3801 Sex M Race* B
(Last 4 digits only)

Position Title: Vice President for External Affairs Department: Office of the System President

Check One Existing Position *Visa Type (See Reverse Side):
 New Position Expiration Date: _____

(Position vacancy authorization form must be processed and approved to fill existing and new positions. Position must be advertised before processing PAF, if applicable.)

Years Experience 30 Southern University Experience 2

Degree(s):	Type/Discipline(BA-Education):	Institution/Location (SU-Baton Rouge):	Year:
	<u>B.S.</u>	<u>University of Montana</u>	<u>1978</u>
	<u>JD</u>	<u>Tulane University</u>	<u>1987</u>

Current Employer Southern University System

Personnel Action

Check One New Appointment Continuation Sabbatical Leave of Absence
 Transfer Replacement Other (Specify) TITLE CHANGE

Recommended Salary \$132,000 Salary Budgeted \$132,000

Source of Funds General Fund Budget

Identify Budget: 1-10615 Location Office of System President
 Form Code: BOR-10 Page _____ Item # _____

Change of:
 Position Executive Counsel to the President From To Vice President for External Affairs
 Status _____
 Salary Adjustment _____

Financial Aid signature (if, applicable):

List total funds currently paid this employee by Southern University:

*See Reverse Side
 Comments: (Use back of form)

Source of Funds	Amount
	\$132,000

*See Reverse Side Graduate School signature (if, applicable):

<u>[Signature]</u> Supervisor	<u>8.16.12</u> Date	<u>[Signature]</u> Dean/Unit Head	<u>8.16.12</u> Date
_____ Vice Chancellor	_____ Date	_____ Chancellor	_____ Date
<u>[Signature]</u> Director/Personnel	<u>8.16.12</u> Date	_____ Vice President/Finance	_____ Date
<u>[Signature]</u> President	<u>8.16.12</u> Date	_____ Business Affairs/Comptroller	_____ Date
		_____ Chairman/S.U. Board of Supervisors	_____ Date

This information is requested solely for the purpose of determining compliance with Federal Civil Rights Laws and does not affect employment consideration.

ETHNIC ORIGIN (Please check one):

Hispanic or Latino Non-Hispanic or Non-Latino

RACE (Please check all that apply):

White, not of Hispanic origin. A person having origins in any of the original people of Europe, North Africa, or the Middle East.

Black not of Hispanic Origin. A person having origins in any of the Black racial groups of Africa.

Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origins, regardless of race.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native. A person having origins in any of the original peoples of North American, and who maintains cultural identification through tribal affiliation or community recognition.

COMMENTS:

TITLE CHANGE

EMPLOYEE REGULAR WORK SCHEDULE: 8:00AM – 5:00PM (AS NEEDED)

EMPLOYEE DIRECT SUPERVISOR: Ronald Mason, Jr., Ph.D

NUMBER OF EMPLOYEES SUPERVISED, (if any) _____

HR USE ONLY: STATUS (circle one): EXEMPT NON-EXEMPT

GUIDELINES: All employees, students, graduate assistants being employed through the use of this form are to report to and be cleared by the Human Resources before any employment is offered and before starting to work. All students are to bring with them clearance from the Financial Aid office, Statement of Account (fee receipt), and a class schedule. All prospective employees/students must bring a pictured ID, social security card, birth certificate, certificate of naturalization, resident alien card, H1-B and J-1 visas, passport, and F-1/I-94. The latter six (6) documents do not apply to U.S. Citizens.

Documentation must be provided for review and approval by Human Resources before employment is offered.

CLASS OF EMPLOYMENT (VISA STATUS):

<u>TYPE</u>	<u>CODE</u>	<u>EXPIRES</u>
United States Citizen/Certificate of Naturalization	US	
Resident Alien	RA	
H-1 Visa (Distinguished Merit & Ability)	H1	
J-1 Visa (Exchange Visitor Program)	J1	
F-1 Visa (Student Emp. FT Student at S.U.)	F1	
OPT (F-1 Visa-INS Prior Approval-“Practical Work Experience”)	F0	

Do Not Write Below This Area
For Human Resource and Budgetary Control Use Only!

PAF APPROVAL PROCESS CHECKLIST (Must have the information outlined below):

- Approved Position Vacancy Authorization Form (applicable for new and replacement positions)
- Position Vacancy Announcement (position advertised before processing PAF, if applicable)
- Application for Employment Form Admin/Fac/Uncl Positions (Civil Service Application for classified employees)
- Authority to Release (signed by employee) (submitted to Campus Police with Criminal/Background Check form)
- Supervisory Criminal/Background Check Form (completed by employee/ verified and signed by supervisor)
- Exemptions Survey Form (signed by employee and budget head)
- Proposed Employee Appointment
- Proposed Employee Clearance
- Restricted/ Job Appointment/CS Rule 6.5g Letter of Justification (for classified, if applicable)