

PERSONNEL AFFAIRS COMMITTEE

(Following the Academic Affairs Committee)

Friday, March 30, 2012

3rd Floor – Multi -Media Purpose Room

Southern University Metro Center

610 Texas Street

Shreveport, Louisiana 71107

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Item-
 - A. Proposed Employment Contract for Director of Athletics, SUBR
6. Informational Item--
 - A. Report on Monthly Employee FTEs—Planned and Actual, SUBR
7. Other Business
8. 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. Willie E. Hendricks, Dr. Eamon M. Kelly, Mrs. Ann A. Smith
Mr. Darren G. Mire - Ex Officio

**EMPLOYMENT CONTRACT OF ATHLETICS DIRECTOR
WILLIAM J. BROUSSARD, PH.D**

This agreement is made and entered into on the 1st day of April 2012 between Southern University System Board of Supervisors (“Board”) and William J. Broussard, Ph.D. (Athletics Director). This agreement constitutes the employment contract and appointment of the Athletics Director at Southern University in Baton Rouge, Louisiana (University). This agreement shall be effective on April 1, 2012 and shall remain in effect through March 31, 2014.

EMPLOYMENT OF ATHLETICS DIRECTOR

I. Employment

- a. Board does hereby employ Athletics Director as athletic director, and Athletics Director does hereby accept employment and agrees to perform all of the services pertaining to athletic director which are required of Athletics Director as well as other services as may be contemplated hereunder, all as prescribed by the Chancellor, President and Board through its Chairperson. All appointments are subject to applicable polices and regulations of the Board, and all employees are required to adhere to Board and/or administrative policies as they relate to them.
- b. Athletics Director shall be responsible, and shall report, directly to the Chancellor for Southern University-Baton Rouge (Chancellor-SUBR).
- c. The duties of the Athletics Director shall include, but not be limited to the following:
 - i. Maintain a motivated and successful Athletics Department;
 - ii. Upgrade and maintain a visible and successful athletic marketing program;
 - iii. Maintain involvement with the community at large and Alumni as necessary to sustain goodwill and positive public relations with the community at large, Alumni and athletic patrons of the University;
 - iv. Maintain good interpersonal relations with the staff and team members of the Athletics Department, inclusive of evaluation procedures for the staff, in accordance with the policies and procedures set forth by the University.
 - v. Adhere to the NCAA, SWAC rules and regulations and any and all applicable regulations, policies and procedures of the University and the Southern University System, as may, from time to time be amended;
 - vi. Initiate and maintain a comprehensive athletic fundraising program, which shall include but not be limited to solicitations from non-state or private revenue sources;
 - vii. Support and monitor the on-going academic enhancement programs designed to ensure increased graduation and retention rates and compliance with NCAA APR benchmarks and requirements; and
 - viii. Maintain all duties normally associated with the Athletics Director’s position including directives of the Athletics Director as established by the Chancellor-SUBR or his designee.
- d. Athletics Director 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 program.

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II. Term

- a. The term of this agreement is for two (2) years commencing on April 1, 2012, and terminating on March 31, 2014. The Board has the option to extend this agreement for one (1) additional year. This option to extend must be extended by the Board and Athletics Director has the option to accept such extension.
- b. All options to extend and/or renewals of this agreement must be offered by the Board and Athletics Director has the option to accept such extension. Such extension and renewals shall be in writing and signed by both parties.

III. Compensation and Employee Benefits

- a. Athletics Director shall receive the following compensation for services and satisfactory performance of this agreement. University shall pay Athletic Director a base annual salary for the term of this agreement, on a monthly basis the following amounts:
 - i. April 1, 2012 through March 31, 2013: \$115,000.00; and
 - ii. April 1, 2013 through March 31, 2014: \$115,000.00.
- b. University will provide Athletics Director 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 University to its regular non-academic unclassified full-time employees.

IV. Outside Income-Subject to Compliance with Board Rules

- a. Athletics Director shall be authorized to earn other revenue while employed by University but such activities are independent of his University employment and University shall have no responsibility for any claims arising there from. All outside income must comply with the Louisiana Code of Governmental Ethics and will be subject to approval in accordance with the Board's policies.
- b. Athletics Director shall report annually in writing to the Chancellor-SUBR all income from athletically related sources from sources outside of the University 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 University shall have reasonable access to records of Athletics Director to verify this report.

V. Performance Incentives

- a. **Revenue Generated –**
 - i. The Athletics Director shall be entitled to a supplemental salary payment equal to one percent (1%), not to exceed to fifteen thousand dollars (\$15,000.00), of the increase in SUBR self-generated athletic department revenue for each full budget year as compared to SUBR self-generated athletic department revenue for the Athletic Department budget year ending June 30, 2012 (“base year”).

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- ii. Said payment shall be paid on or before the 31st day of December following the end of the fiscal year on June 30. This incentive will commence with the fiscal year beginning July 1 following the start of Athletic Director's employment and he must be employed as of the last day of the fiscal year for the benefit to be earned.

**b. Additional salary supplements: Post-season
Competition/Championships/Ranking**

The Athletics Director shall be entitled to an additional supplemental salary payment for SUBR winning the following:

SWAC Commissioner's Cup \$ 5,000.00

VI. Performance Goals

- a. To attain or exceed the overall Academic Performance Rate (APR) set by the NCAA for all of SUBR athletic sports. The Athletics Department will calculate and confirm the multi-year APR that is released by the NCAA each year. SUBR shall maintain an overall APR rate of 925 (or such minimum as may be established by the NCAA).
- b. To maintain a graduation rate of fifty percent (50%) for all SUBR student athletics.
- c. To retain SUBR student athletics at a rate of fifty percent (50%) per academic year.
- d. To ensure that at least fifty percent (50%) of all SUBR student athletics are academically eligible to participate in competitive sports.

VII. Compliance with NCAA, Conference and University Rules

- a. Athletics Director shall abide by the rules and regulations of the NCAA, SWAC and University. If Athletics Director is personally found to be in violation of NCAA regulations, Athletics Director shall be subject to disciplinary or corrective action set forth in the NCAA enforcement procedures and Section VII. Athletics Director may be suspended for a period of time, without pay if Athletics Director is found to be personally guilty of deliberate and serious violations of NCAA, SWAC or University regulations.
- b. Athletics Director shall abide by state and federal laws, the State of Louisiana Code of Government Ethics, University and the policies and regulations of Southern University System.

VIII. Termination

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 VII hereof, and in addition to the examples listed in University Personnel Handbook, the term for cause shall include but not be limited to any one or more of the following;

- i. Negligent or inattention by Athletics Director of the standards, duties or responsibilities expected by Southern University System employees, after written notice thereof has been given to Athletic Director by Chancellor-SUBR and Athletics Director has continued such neglect or inattention

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- during a subsequent period for not less than thirty (30) days;
- ii. Material, intentional, or reckless breach or violation by Athletics Director of the agreement, including without limitation governing athletic rules and Southern University System rules; or
 - iii. Arrest/conviction of Athletics Director of any criminal violation (does not include minor traffic offenses or non-criminal offenses); or
 - iv. Fraud or dishonesty of Athletics Director in the performance of his duties or responsibilities hereunder; or
 - v. Actively engaging in any conduct or committing any act that brings University and Athletics Director 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 Athletics Director constituting a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA or other governing athletic rule or Southern University System interpretation thereof, which 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, including any violation which results or could result in University being placed on probation by the NCAA or the SWAC;
 - vii. Conduct by members of Athletics Department or others under his supervision or subject to his control or authority, constituting a major violation or a pattern of conduct which may constitute or lead to a major violation, or a pattern of conduct which may constitute or lead to major violation, of any NCAA or other governing athletic rule or Southern University System interpretation thereof of which Athletics Director 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 University or its athletics program, including any violation which results or could result in University being placed on probation by the NCAA or SWAC; and
 - viii. Conduct that the Chancellor and/or the Board of Supervisors agree that is not in the best interest of University and such conduct would be detrimental to the University and Southern University System.

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, Athletics Director shall not be entitled to receive any further payments of base salary, and any other compensation or benefit otherwise payable under Section III hereof, except Athletics Director will be entitled to continue such life or health insurance benefits at Athletics Director's expense as required by law, and subject to any deductions permitted by Section III(b) Athletics Director will be paid any earned outstanding payments owed by University as of the effective termination date pursuant to the terms of the Agreement. Athletics Director will be given notice of the cause and an opportunity for a hearing before the Board of Supervisors' Athletics Committee.

- b. **Termination without Cause.** In the event this agreement is terminated without cause, Athletics Director and University will be required to provide thirty (30) days notice to the other party. The performance of work under this Agreement may be terminated by the University with this clause in whole or for time to time in part, whenever the University shall determine that such termination is in the best interest of the University. It is the understanding that this Agreement may be terminated for convenience of the University for the performance by the Athletics Director deemed by the University to unsatisfactory, such

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determination to be within the sole and absolute discretion of the University. In the event the agreement is terminated without cause, Athletics Director will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of the agreement. The parties agree that if this Agreement is terminated without cause, then Athletics Director may be given a hearing at the sole discretion of the Board of Supervisors' Athletics Committee. If University terminates the agreement without cause, as permitted by Section VII hereof, University may pay, and Athletics Director agrees to accept as liquidated damages, an amount equal to the sum of the annual base salary for the remaining term of the agreement or the University at its option may reassign the Athletics Director to another suitable position at the University for the remainder of the agreement at a salary equal to his pay. If Athletics Director terminates this agreement, the Athletics Director 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 University through its designated representative and Athletics Director. 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. Athletics Director's rights and interests under this Agreement may not be assigned pledged or encumbered by Athletics Director.
- d. The agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Athletics Director by University and supersedes all prior understandings and agreements, oral and written, regarding Athletics Director's employment by University.
- e. Athletics Director acknowledges that the Athletics Director has read and understands the foregoing provisions are reasonable and enforceable, and Athletics Director 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 by 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 Athletics Director

If to SU-Baton Rouge

Dr. James Llorens
Chancellor-SUBR
J.S Clark Administration Building
3rd Floor
Southern University A&M College
Baton Rouge, LA 70813
225-771-5020 (p)
225-771-2018 (f)

With copies to

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

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- 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.

Athletics Director, William J. Broussard, Ph.D

Date

Chancellor James Llorens
Southern University-Baton Rouge

Date

President Ronald Mason
Southern University System

Date

Chairman Darren Mire
Southern University Board of Supervisors

Date