

**ATHLETICS COMMITTEE**  
**(Following the Governance Committee)**  
Friday, April 26, 2013  
Board of Supervisors' Meeting Room  
2nd Floor, J.S. Clark Administration Building  
Southern University and A & M College  
Baton Rouge, Louisiana 70813

**AGENDA**

1. Call to Order and Invocation
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Special Recognitions, SUBR
6. Action Item
  - A. Employment Contract for Men's Basketball Coach, SUBR
7. Other Business
8. Adjournment

**MEMBERS**

Mr. Darren G. Mire – Chair; Atty. Murphy F. Bell, Jr. - Vice Chair;  
Mr. Calvin W. Braxton, Sr., Atty. Tony M. Clayton, Mr. Raymond M. Fondel, Jr.  
Dr. Eamon M. Kelly, Mr. Myron K. Lawson, Mr. Mike A. Small, Mrs. Ann A. Smith  
Atty. Bridget A. Dinvaute - Ex Officio

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

This agreement is made and entered into on the \_\_\_\_\_ day of July 2013 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, 2013 and shall remain in effect through April 30, 2018. Effective July 1, 2013, this agreement will supersede and replace any prior agreements between Head Basketball Coach and the Board.

**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 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 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, 2013, and terminating on April 30, 2018. 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 sixty-five thousand dollars (\$165,000.00). 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



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- b. Head Basketball Coach shall abide by state and federal laws, the State of Louisiana Code of Governmental 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 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 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 VIII 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; or
- 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; or
- 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; or
- 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; or
- 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; or
- 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; or

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- x. Failure of the men'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 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

If to SU-Baton Rouge  
Dr. William Broussard  
Director of Athletics  
Southern University

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Hammond, LA 70403

P. O. Box 9942  
Baton Rouge, LA 70813

With copies to  
Tracie J. Woods, General Counsel  
Office of President  
J. S. Clark Administration Bldg.  
4<sup>th</sup> 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 Chairwoman, Bridget Dinvaut, JD

\_\_\_\_\_  
Date

DRAFT