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May 10, 2023

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

Dear Dr. Nicklow:

On April 27, 2023, the Board of Supervisors for the University of Louisiana System approved the following requests from University of New Orleans:

- F.6. Approval to offer an RN to BSN Program.
- G.13. Approval of a contract with Ms. Trelanne Moore Powell, Head Women's Basketball Coach.
- I.9. Approval to name the UNO International Center Room #112 the "Rosemary and Brunswick Deutsch Seminar Room."
- J.5. Request to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2023-24.

Enclosed for your records are the Executive Summaries with the resolutions that were approved by the Board along with the approved personnel actions and summer pay plan. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jeannine O'Rourke, Ph.D.

Provost and Vice President for Academic Affairs

### ACADEMIC AND STUDENT AFFAIRS COMMITTEE

**April 27, 2023** 

Item F.6. Request for approval to offer RN to BSN Programs: Louisiana Tech University and University of New Orleans.

# **EXECUTIVE SUMMARY**

The RN-BSN is a post-licensure professional degree completion program for nurses who want to continue their education beyond the associate degree level. The benefits of the BSN include greater earning potential, career advancement in administration and specializations, and greater hiring demand from hospitals. The BSN is correlated positively with improved patient outcomes, and the increasingly recommended curriculum is composed of coursework and experiences focused on addressing social determinants of health. Such an education is comprised of courses in population health, health equity, value-based care, and on the needs of the underserved communities.

The Louisiana Nurse Supply report (2021) found 62% of Louisiana's nurses have a baccalaureate or higher degree in nursing. This is well below the target of 80%. Fifty-two (52%) percent of newly licensed RNs surveyed by The LA State Board of Nursing (2021) were prepared at the associate degree level. Seventy-nine (79%) percent of those surveyed plan to advance their education. The State of Louisiana continues to face a nursing workforce shortage (LA Senate Resolution 129, 2022). The American Association of Colleges of Nursing (AACN) reported 27.7% of hospitals are requiring new hires to have the BSN and 71.7% reported strong preference for BSN graduates. The RN to BSN programs proposed (separately) by Louisiana Tech University (LA Tech) and the University of New Orleans (UNO) will provide two additional avenues for associate degree level nurses to pursue the BSN in order to meet demonstrated healthcare needs.

The RN to BSN program proposed by LA Tech will provide seamless articulation for LA Tech ASN students to complete the required pre-licensure program (ASN), take the licensure exam (NCLEX-RN), begin work as a registered nurse, and complete the RN to BSN courses through Tech Online. The majority of courses required for the RN to BSN program are offered by the College of Applied & Natural Sciences. Students and their parents have inquired for many years about LA Tech offering this educational opportunity. Postgraduate survey data demonstrates that 95% of their most recent graduates plan to enroll in an RN to BSN program within a year. In addition, LA Tech partners with Bossier Parish Community College and Louisiana Delta Community College with articulation agreements; the RN to BSN program will be another opportunity for collaboration.

The RN to BSN program proposed by UNO will utilize existing pre-nursing coursework offered by the College of Science as well as health management and healthcare information technology courses offered by the College of Business. A few new courses have been designed to support the curriculum. To maximize flexibility and availability, the mode of delivery will be

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solely online in an accelerated (7-8 week) format. With multiple points of entry, students will be able to complete the requirements of the program in a minimum of 12 months. The University's location in New Orleans provides an ideal environment in which to work with registered nurses as they increase their knowledge and skills in nursing, management, and interprofessional partnerships.

# RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves RN to BSN Programs for Louisiana Tech University and the University of New Orleans.



April 3, 2023

Dr. Jim Henderson President The University of Louisiana System 1201 North Third Street Baton Rouge, LA 70802

Re: Employment Contract for the Women's Head Basketball Coach

Dear Dr. Henderson,

I am requesting approval of an employment contract for the Women's Head Basketball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow

President

# CONTRACT OF EMPLOYMENT HEAD COACH, WOMEN'S BASKETBALL

### STATE OF LOUISIANA

### PARISH OF ORLEANS

This agreement is made and entered into on this <u>7th</u> day of April 2023, between the University of New Orleans through its President, Dr. John Nicklow, the University of New Orleans Foundation (hereinafter referred to as the "Foundation"") and Trelanne Moore Powell (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for the University of New Orleans, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

### 1.0 Employment

- 1.1 The University of New Orleans (the "University") does hereby employ COACH as Head Coach, Women's Basketball and COACH does hereby accept employment and agrees to perform all of the services pertaining to University of New Orleans Athletics which are required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as prescribed by the University through its President and Vice President, Athletics & Recreation.
- 1.2 COACH shall be responsible, and shall report, directly to University's Vice President, Athletics & Recreation (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in University's athletic program as the Director may reasonably assign.
- 1.4 COACH agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on University or its athletic programs, as reasonably determined by the University

### 2.0 Term

- 2.1 The term of this agreement is for a fixed period of five (5) years, commencing on the 7<sup>th</sup> day of April, 2023, and terminating without further notice to COACH on the 30th day of April, 2028, unless extended under the terms of this agreement. Within sixty (60) days of the end of contract year two, the parties agree to engage in a good faith review of provisions of this agreement to determine whether enhancements should be made.
- 2.2 This agreement is renewable solely upon an offer from University and acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This

agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at University.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approved by the Board.

### 3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, University shall pay COACH an annual salary of \$115,000, payable on a biweekly basis.
- 3.2 COACH shall have an assistant coach salary pool of \$200,00 for assistant coaches (3) and support staff (1).
- 3.3 The COACH is subject to pay adjustments only according to economic circumstances that affect all employees in the unclassified state service.
- 3.4 The University does not guarantee amounts due under this agreement beyond the current year of performance, but will use best efforts to maintain amounts due under this agreement. Should the contract be terminated for any reason amounts due shall be determined in accordance with section 14 below.

### 4.0 Supplements/Performance Incentives

4.1 During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. The annual supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. Annual salary supplements will be paid in one lump sum within sixty (60) days of the conclusion of each season during the term of the agreement. The potential annual supplements are as follows:

### 4.1.1 None agreed upon.

4.2 During the time of employment as head coach, COACH will have the opportunity to earn the following annual performance incentives. The annual earned performance incentives shall be subject to all mandatory withholdings and are not inclusive of employer matches for retirement and Medicare payments. If earned, the annual performance incentives shall be funded by the Foundation solely from funds donated for the support of the athletic department and held by the Foundation and paid through University payroll. The annual cumulative performance incentives are as follows:

### 4.2.1 Academic Progress

4.2.1.1 When women's basketball team achieves a one-year APR (Academic Progress Rate) score of 960 or greater in any academic year of this agreement and is not subject to penalties due to the four-year average score (as described below), a Two Thousand Five Hundred Dollar (\$2,500) in performance incentive will be provided to COACH and a \$500 performance incentive will be provided to each full-time women's basketball assistant coach. This is applicable to each year of the agreement. Should the women's basketball team receive an APR post-season ineligibility penalty during any year of this agreement and the four-

year APR average does not include any seasons COACH Powell was not the COACH, this performance incentive provision will be void for the remaining term of the agreement.

### 4.2.2 Athletic Success

- 4.2.2.1 When the women's basketball team wins more than 50% of games (minimum of 3 games played) versus any of the following universities in either the regular season or postseason: Tulane, ULL, ULM, La Tech, Southern Miss, UAB, South Alabama or Troy, COACH will receive a one-time performance incentive of \$2,500. Each assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.
- 4.2.2.2 When the women's basketball team wins a game versus a team that concludes their season in the top 100 of the RPI, COACH will receive a one-time performance incentive of \$2,500 per win. Each assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.
- 4.2.2.3 When the women's basketball team wins the conference regular season championship, including a regular season co-championship, COACH will earn a one-time performance incentive of \$3,500. Each assistant coach will earn a one-time performance incentive of \$750. This is applicable to each year of the agreement.
- 4.2.2.4 When the women's basketball team wins the post-season conference tournament, earning the conference's automatic bid to the NCAA tournament, COACH will earn a one-time performance incentive of \$5,000 and a one-year contract extension. Each assistant coach will earn a one-time performance incentive of \$1,000. This is applicable to each year of the agreement.
- 4.2.2.5 When the women's basketball team earns an at-large berth to the NCAA tournament, COACH will earn a one-time performance incentive of \$5,000. Each assistant coach will earn a one-time performance incentive of \$1,000. This is applicable to each year of the agreement.
- 4.2.2.6 When the women's basketball team competes in a NCAA Tournament, COACH will earn a one-time performance incentive of \$5,000 per victory. Each assistant coach will earn a one-time performance incentive of \$1,000 per victory. This is applicable to each year of the agreement.
- 4.2.2.7 When the women's basketball team competes in a NCAA Final Four, COACH will earn a one-time performance incentive of \$20,000. Each assistant coach will earn a one-time performance incentive of \$5,000. This is applicable to each year of the agreement.
- 4.2.2.8 When the women's basketball team wins the NCAA National Championship, COACH will earn a one-time performance incentive of \$50,000. Each assistant coach will earn a one-time performance incentive of \$10,000. This is applicable to each year of the agreement.

4.2.2.9 When the women's basketball team is selected to compete in the Women's National Invitational Tournament (WNIT), COACH will earn a one-time performance incentive of \$2,500. Each assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.

4.2.2.10 When the women's basketball team competes in the Women's National Invitational Tournament (WNIT), COACH will earn a one-time performance incentive of \$1,500 per victory. Each assistant coach will earn a one-time performance incentive of \$500 per victory. This is applicable to each year of the agreement.

### 4.2.3 Professional Recognition

4.2.3.1 When the COACH is recognized as Conference Coach of the Year by the Conference itself, COACH will earn one-time performance incentive of \$2,500. Each assistant coach will earn a one-time performance incentive of \$500. This is applicable to each year of the agreement.

# 4.2.4 Multi-Media / Public Appearance

4.2.4.1 When COACH fulfills her multi-media and public appearance obligations, COACH will earn a \$5,000 one-time incentive. This is applicable to each year of the agreement.

### 4.2.5 Tickets

4.2.5.1 COACH will receive up to twenty (20) women's basketball tickets per season. Coach will also receive up to five (5) men's basketball season tickets.

# 5.0 Contracts for Broadcasts and/or Endorsements

5.1 The University retains all endorsement and multi-media rights, including television, radio, internet, print, etc., on behalf of COACH and the women's basketball team. COACH may not enter into any agreement for professional or personal endorsement of a product, business or charitable organization without approval of the Director or the University President, which will not be unreasonably delayed or denied.

### 6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities unless camps are operated with the primary purpose of generating revenue for the University women's basketball program. The use of University facilities will be determined by the availability of those facilities as established by University policy. COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics. Should COACH operate a University-sponsored camp for the primary benefit of the University women's basketball program, the following shall apply

- 6.1.1 All revenues from university camps/clinics will be deposited into COACH's University camp budget. After all expenses are met, COACH may be compensated up to the amount of surplus remaining in the account, or use the profits to pay assistant coaches, supplement the University women's basketball operating budget, or a combination of the three, at coach's discretion.
- 6.1.2 Camps operated through the University camp budget will not be subject to facility fees; however, all camps will be assessed a per camper administration fee by Department of Athletics through the UNO Foundation.
- 6.1.3 Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletics department; thus, neither COACH nor assistant coaches will not be required to take leave while conducting camps run through the University camp budget.
- 6.1.4 COACH's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- 6.2 If camps are operated as a private event, it is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - 6.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
  - 6.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - 6.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
  - 6.2.4 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - 6.2.5 Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - 6.2.6 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - 6.2.7 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- 6.2.8 The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- 6.3 The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of camps.

## 7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's base annual salary as provided by University.

# 8.0 Outside Income-Subject to Compliance with Board Rules

- 8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of her University employment and the University shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from her operation of camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

### 9.0 Apparel, Equipment Endorsements

9.1 The University shall retain all endorsements rights on behalf of COACH. COACH shall not endorse or serve as a spokesperson for a business, product, service, charitable organization without prior approval from the Director, which will not be unreasonably delayed or denied. Should the COACH be authorized by the University, the University shall receive and then pay to COACH any funds for which she is responsible in obtaining for the University through endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes.

### 10.0 Coaching Staff

10.1 COACH shall have the authority to select a coaching staff comprised of unclassified personnel upon authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

# 11.0 Compliance with NCAA, Conference and University Rules

- 11.1 COACH shall abide by the rules and regulations of the NCAA, Conference & University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).
- 11.2 COACH and Employer acknowledge and agree that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

# 12.0 Title IX Sexual Misconduct Policy Reporting and Compliance

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

# 13.0 Morality

- 13.1 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs, as reasonably determined by the University; AND
- 13.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always use best efforts to attempt to create goodwill and a good image for the UNIVERSITY.

### 14.0 Termination

14.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, University will obtain approval from the University of Louisiana System President.

- 14.2 COACH may be terminated by the Director at any time for significant misconduct, significant violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. COACH will also be entitled to any earned but unpaid base salary and performance incentives, as well as any incurred but unreimbursed expenses, through the date of termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.
- 14.3 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:
  - (1) Title IX of the Education Amendments of 1972;
  - (2) the University's Sexual Misconduct Policy; or
  - (3) the University of Louisiana System's Sexual Misconduct Policy.
- 14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the Contract, without cause, the COACH shall be entitled to liquidated damages equal to 50% of the base salary which would have been earned through the end of the contract term. COACH will also be entitled to any earned but unpaid base salary and performance incentives, as well as any incurred but unreimbursed expenses, through the date of termination.

Amounts due for the year which come due during the University's current fiscal year ending June 30 shall be paid by the University. The remaining amounts for liquidated damages due from the Foundation, which come due beyond the current University fiscal year, shall be funded solely from funds donated for the support of the athletic department and held by the Foundation. COACH will be paid in regular semi-monthly installments through the completion of the contract. COACH will also be entitled to any earned but unpaid base salary and performance incentives, as well as any incurred but unreimbursed expenses, through the date of termination. COACH will make every effort to mitigate these damages through the pursuit of employment. Should the COACH secure employment as a NCAA Division I Women's Basketball Head Coach prior to the completion of the payments required under this agreement, University and UNOF are only obligated to pay the difference between COACH's new salary and contracted annual salary at the University of New Orleans.

In the event COACH terminates this agreement without cause to accept another collegiate or professional coaching or media position, UNO will be entitled to liquidated damages paid by COACH or new employer equal to 25% of the base salary of the contract term. The liquidated damages shall be due and payable in a lump sum within ninety (90) days of the date of termination. COACH will also be entitled to any earned but unpaid base salary and performance incentives, as well as any incurred but unreimbursed expenses, through the date of termination.

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

Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular salary in lieu of such notice. All compensation, including salary, benefits, supplemental compensation and other remuneration incidental to employment, cease upon termination of employment. Coach will also be entitled to any earned but unpaid base salary and performance incentives, as well as any incurred but unreimbursed expenses, through the date of termination.

## 15.0 Fundraising

All fundraising activities by COACH must be pre-approved by the Director, or his/her designee, which will not be unreasonably delayed or denied so long as such activities are in compliance with University policies. Director may require COACH to participate in department fundraising initiatives and/or maintain a fundraising goal specific to her sport.

### 16.0 Severability

If any provision of this agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

### 17.0 Force Majeure

No party shall be considered in default performance of his/her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

PRESIDENT, UNIVERSITY OF NEW ORLEANS

PRESIDENT UNIVERSITY OF NEW ORLEANS FOUNDATION

VICE PRESIDENT, ATHLETICS & RECEREATION, UNIVERSITY OF NEW ORLEANS

HEAD COACH, UNIVERSITY OF NEW ORLEANS

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 27th day of April,  $20_23$ .

PRESIDENT - ULS

### ATHLETIC COMMITTEE

# **April 27, 2023**

**Item G.13. University of New Orleans'** request for approval of a contract with Ms. Trelanne Moore Powell, Head Women's Basketball Coach, effective April 7, 2023.

### **EXECUTIVE SUMMARY**

Under this agreement, through April 30, 2028, Coach will earn \$115,000 annually. In addition to the salary, Coach will receive an annual supplement of \$5,000 for performance of all multi-media and public appearance obligations, funded by the University of New Orleans Foundation. Finally, Coach shall also be entitled to the following incentive compensation, funded by the Foundation:

- \$2,500 NCAA Single Year Academic Progress Rate of 960 or greater
- \$3,500 Conference Regular Season Championship
- \$5,000 Conference Tournament Championship and Automatic Bid to the NCAA Tournament (also triggers a one-year contract extension)
- \$5,000 At-Large NCAA Tournament Berth
- \$5,000 Each win in NCAA Tournament
- \$20,000 Team advances to the Final Four
- \$50,000 NCAA National Championship
- \$2,500 Bid to the WNIT Tournament
- \$1,500 Each win in the WNIT Tournament
- \$2,500 Each win over Top 100 RPI opponent
- \$2,500 Accomplish a greater than 50% win-percentage over the following opponents: Tulane, ULL, ULM, Louisiana Tech, South Alabama Southern Miss or Troy (minimum of 3 games played)
- \$2,500 Conference Coach of the Year

If the University terminates the agreement without cause, Coach shall be entitled to liquidated damages equal to 50% of the base salary (excluding supplements) which would have been earned through April 30, 2028 of the contract and any performance incentives earned as of the date of termination. The parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Foundation. In the event Coach terminates this agreement without cause, UNO will be entitled to liquidated damages paid by Coach or new employer equal to 25% of the base salary (excluding supplements).

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

# RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval of a contract with Ms. Trelanne Moore Powell, Head Women's Basketball Coach, effective April 7, 2023.

### FACILITIES PLANNING COMMITTEE

# **April 27, 2023**

**Item I.9. University of New Orleans'** request for approval to name the University of New Orleans International Center Room #112 the "Rosemary and Brunswick Deutsch Seminar Room."

### **EXECUTIVE SUMMARY**

The University of New Orleans requests that Room #112 in the International Center be dedicated as the "Rosemary and Brunswick Deutsch Seminar Room" in recognition of the significant economic, financial, and charitable contributions of the Rosemary B. and Brunswick G. Deutsch Foundations to the State of Louisiana, the City of New Orleans, and the University of New Orleans. The dedication will be for the useful life of the facility.

In 2001, Rosa and Brunswick established three charitable foundations with the Greater New Orleans Foundation. The generosity of the Rosemary B. and Brunswick G. Deutsch Foundation has contributed significantly to the success of the 37-year-old student/faculty exchange program that has been fostered by Center Austria: the Austrian Marshall Plan Center for European Studies at the University of New Orleans.

Brunswick Goldberg Deutsch was a lifelong resident of New Orleans and a partner emeritus of Deutsch, Kerrigan and Stiles (now Deutsch Kerrigan LLP), the firm founded by his stepfather, Eberhard Deutsch. Colonel Eberhard Deutsch served in both World Wars and was the principal legal adviser to General Mark Clark during the Austrian occupation in 1945-46. In 1960, Austria appointed Eberhard Deutsch its Honorary Consul. His son, Brunswick Deutsch, followed in his father's footsteps as a maritime lawyer and as the Austrian Honorary Consul. At his retirement, Brunswick Deutsch's law partner Phillip Lorio III was named as his successor as the Austrian Honorary Consul General for Louisiana and Mississippi. Mr. Lorio has served in that role since 1991 and has promoted the cultural exchange between sister cities New Orleans and Innsbruck, Austria, that has been strengthened by the academic exchange program between the University of New Orleans and the University of Innsbruck.

The generosity of the "Rosemary G. and Brunswick G. Deutsch Foundation" ("Deutsch Foundation") to Center Austria has provided travel grants to enhance student exchanges between the University of Innsbruck and the University of New Orleans. During her formative years, and throughout her life, Rosemary "Rosa" Deutsch traveled extensively in the United States and Europe. The Deutsch Foundation continues to recognize and support Rosa's philanthropic priorities. Since 2017, the annual contributions to the University for the "Rosemary B. and Brunswick G. Deutsch Foundation" travel grants provide extraordinary support to Center Austria to support this ongoing academic and cultural exchange for the University and City of New Orleans.

# RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans' request for approval to name the University of New Orleans International Center Room #112 the "Rosemary and Brunswick Deutsch Seminar Room."

# FINANCE COMMITTEE

# **April 27, 2023**

**Item J.5. University of Louisiana System's** recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2023-24.

### **EXECUTIVE SUMMARY**

The nine universities request approval to establish Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges as per the attached schedules. As has been past practice, System staff requested that campuses submit adjustments to their service rates for the upcoming academic year. Campuses consider a number of variables when considering adjustments to rates including contractual obligations, cost of operations, and/or market limitations. Campuses submitted their rates for Academic Year 2023-24 based upon their respective service offerings; therefore, campus offerings and rates vary accordingly.

# RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana System's recommendation for Campus Housing and Meal Plan Rates, Auxiliary Rates, Energy Surcharge, and Non-Governmental Charges for Academic Year 2023-24:

- Grambling State University
- Louisiana Tech University
- McNeese State University
- Nicholls State University
- Northwestern State University
- Southeastern Louisiana University
- University of Louisiana at Lafayette
- University of Louisiana at Monroe
- University of New Orleans