AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:25 a.m., Thursday, October 26, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Dr. John Condos, Chair
Mr. Virgil Robinson, Jr., Vice Chair
Dr. Pamela Egan
Mr. Shawn Murphy
Ms. Elizabeth Pierre
Mr. Mark Romero

A. Call to Order
B. Roll Call
C. Approval of Minutes of August 24, 2017 Committee meeting
D. Consent Agenda:

Board Agenda Item G.1.

Louisiana Tech University’s request for approval of a contractual agreement between Mr. Louis L. Holtz, Jr., Head Football Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective March 1, 2017.

Board Agenda Item G.2.

Louisiana Tech University’s request for approval of a contractual agreement between Mr. Eric Konkol, Head Men’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 1, 2017.

Board Agenda Item G.3.

Louisiana Tech University’s request for approval of a contractual agreement between Ms. Brooke Stoehr, Head Women’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 18, 2017.

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item G.4.

McNeese State University’s request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

Board Agenda Item G.5.

University of New Orleans’ request for approval of contractual amendments with Mr. Blake Dean, Head Men’s Baseball Coach, effective December 1, 2017.

Board Agenda Item G.6.

University of New Orleans’ request for approval of contractual amendments with Mr. Derek Morel, Athletic Director, effective December 1, 2017.

E. Other Business

F. Adjournment
Item G.1. Louisiana Tech University’s request for approval of a contractual agreement between Mr. Louis L. Holtz, Jr., Head Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective March 1, 2017.

EXECUTIVE SUMMARY

This agreement is for the five-year period from March 1, 2017 through June 30, 2022. During this period Coach shall receive an annual base salary of $200,000 from the University for each of the five years. The Louisiana Tech University Foundation shall pay Coach $500,000 annually for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Football.

Performance Incentives—Athletic Performance Goals:

- College Football Playoff (CFP); Coach shall earn a $150,000 supplemental payment if team is selected to play. If team wins and proceeds to National Championship, Coach shall earn an additional $100,000 supplemental payment.
- Post-season Bowl; if team participates, Coach shall earn a $25,000 supplemental payment if a non-CFP bowl game.
- National Coach of the Year; Coach shall earn a $50,000 supplemental payment.
- Conference title championship; Coach shall earn a $25,000 supplemental payment.
- Coach of the Year within university athletic conference; Coach shall earn a $25,000 supplemental payment.

The preceding supplemental payments are cumulative and the maximum Coach may earn during each football season is $350,000. Supplemental payments shall be payable from the athletic funds in the Louisiana Tech University Foundation.

Performance Incentives—Academic Performance Goals:

- Coach shall earn a $25,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 950.
- Coach shall earn a $35,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 960.
- Coach shall earn a $45,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 970.
The preceding supplemental payments are not cumulative. The maximum Coach may earn during each football season is $45,000. Supplemental payments shall be payable from the athletic funds in the Louisiana Tech University Foundation.

Coach is entitled to reimbursement from the Foundation for the use of a vehicle. Benefactors may provide golf and social memberships. Coach may also receive funds through the University from agreements with shoe and/or apparel manufacturers.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the terms of the contract as detailed in Section 13.1 of the contract. If the Coach terminates the contract without cause, Coach shall be liable to the Foundation for liquidated damages as detailed in Section 13.2-4 of the contract.

The University and the Louisiana Tech University 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 Louisiana Tech University's request for approval of a contractual agreement between Mr. Louis L. Holtz, Jr., Head Football Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective March 1, 2017.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Coach Holtz's former contract of employment expired with the final game of the 2017 football season. This new contract is for a fixed term retroactively commencing March 1, 2017, and ending June 30, 2022. Coach Holtz's University-paid salary will remain fixed at $200,000 annually; beginning July 1, 2017, Coach Holtz's Foundation-paid supplement will increase from $300,000 annually to $500,000 annually.

Louisiana Tech University respectfully requests the Board's approval of the Contract of Employment submitted. Four duplicate originals have been provided. Upon approval by the Board, please sign and return the originals for our records.

Sincerely,

[Signature]
Leslie K. Guice
President

jr
attachments
CONTRACT OF EMPLOYMENT:
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 28th day of September, 2017, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”), through its President, Dr. Les Guice, and Louis L. Holtz, Jr. (hereinafter referred to as “COACH”) and replaces that former Contract of Employment between the parties dated February 18, 2013, and approved by the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”) on February 26, 2013. The terms and conditions set forth in this Contract of Employment (“CONTRACT”) are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this CONTRACT consenting to the obligations incurred by the FOUNDATION. This CONTRACT shall become the single agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF HEAD FOOTBALL COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as head football coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the football program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through
its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’s Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the football team and shall perform such other duties for the UNIVERSITY’s athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A head football coach.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects unreasonably adversely on the UNIVERSITY or its athletic programs.

1.5 UNIVERSITY shall not be entitled to reassign COACH to another position within UNIVERSITY to fulfill the term of this CONTRACT. COACH shall be employed by UNIVERSITY as its Head Football Coach during the term of this CONTRACT unless terminated earlier pursuant to the terms set forth below.

2.0 Term

2.1 The term of this CONTRACT is for a fixed period of five (5) years one hundred twenty-two (122) days, commencing on March 1, 2017, and terminating without further notice to COACH on June 30, 2022, unless extended under the terms of this CONTRACT.

2.2 The term of this CONTRACT shall be extended by one (1) year following each football season in which the football team has at least eight (8) wins, including post-season games;
such an extension shall begin on July 1 following the season in which the football team achieved this benchmark.

2.3 This CONTRACT in no way grants COACH a claim to tenure in employment, nor shall COACH’s service pursuant to this CONTRACT count in any way toward tenure at the UNIVERSITY.

2.4 This CONTRACT may be amended at any time by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this CONTRACT, UNIVERSITY shall pay COACH a base annual salary for the term, through equal monthly payments, in the following amounts:

(a) March 1, 2017 through June 30, 2017, $66,666.67;
(b) July 1, 2017 through June 30, 2018, $200,000.00;
(c) July 1, 2018 through June 30, 2019, $200,000.00;
(d) July 1, 2019 through June 30, 2020, $200,000.00;
(e) July 1, 2020 through June 30, 2021, $200,000.00;
(f) July 1, 2021 through June 30, 2022, $200,000.00.

(g) Per diem payments for days employed beyond the term of this CONTRACT as written or as extended, and until a new contract is signed or until employment is terminated shall be made in the amount of $547.95 per day.

3.2 The Louisiana Tech University Foundation (hereinafter referred to as the “FOUNDATION”) through its athletic funds shall pay COACH the following amounts, through
equal monthly payments during the period of this CONTRACT for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Football:

(a) March 1, 2017 through June 30, 2017, $100,000.00;
(b) July 1, 2017 through June 30, 2018, $500,000.00;
(c) July 1, 2018 through June 30, 2019, $500,000.00;
(d) July 1, 2019 through June 30, 2020, $500,000.00;
(e) July 1, 2020 through June 30, 2021, $500,000.00;
(f) July 1, 2021 through June 30, 2022, $500,000.00;
(g) Per diem payments for days employed beyond the term of this CONTRACT, as written or as extended, and until a new contract is signed or until employment is terminated shall be made in the amount of $1,369.86 per day.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, an COACH shall be responsible for all applicable taxes.

3.4 Payment of this premium benefit is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Football. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH’s coaching duties.
3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH’s base annual salary as provided by UNIVERSITY.

5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff, then COACH shall earn a supplemental payment in the amount of $150,000. If the football team wins the CFP Bowl and proceeds to the National Championship, then COACH shall earn an additional supplemental payment in the amount of $100,000.

b. Post-season bowl: If the football team participates in a post-season bowl,
excluding the CFP Bowls which advance teams to the National Championship Game, then
COACH shall earn a supplemental payment in the amount of $25,000.

c. National Coach of the Year: If COACH is named National Coach of the Year, the
COACH shall earn a supplemental payment in the amount of $50,000.

d. Conference title championship: If the football team wins the conference title, then
COACH shall earn a supplemental payment in the amount of $25,000.

e. Coach of the Year: If COACH is voted Coach of the Year in the UNIVERSITY’s
affiliated athletic conference, then COACH shall earn a supplemental payment of $25,000.

5.2 The supplemental payments specified herein are cumulative. The maximum
COACH may earn during each football season under Paragraphs 5.1 (a) – (e) is $350,000. Any
supplemental payment pursuant to Paragraphs 5.1 (a) – (e) earned shall be payable within 60 days
of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION.
Supplemental payments made to COACH from FOUNDATION shall not be considered earned
income for the purpose of computation of retirement benefits. No withholdings will be made from
these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION
will issue the appropriate informational return to COACH and to the Internal Revenue Service and
provide a copy to the UNIVERSITY.

6.0 Performance Incentives – Academic Performance Goals

6.1 In recognition of exemplary performance and the additional work that is required
to ensure that his student athletes excel academically as well as athletically, and as an incentive
for COACH to achieve the goals described below, UNIVERSITY and/or the FOUNDATION, and
if from the FOUNDATION, then solely from the athletic funds held by the FOUNDATION, agree
within sixty (60) days after the official reporting of results by the NCAA to pay to COACH the following supplemental payments:

a. If the football team achieves an APR Rate of greater than or equal to 950, then COACH shall earn a supplemental payment of $25,000.

b. If the football team achieves an APR Rate of greater than or equal to 960, then COACH shall earn a supplemental payment of $35,000.

c. If the football team achieves an APR Rate of greater than or equal to 970, then COACH shall earn a supplemental payment of $45,000.

6.2 Supplemental payments for exemplary APR Rates shall terminate effective with COACH’s employment with UNIVERSITY, except for such amounts already earned but not yet paid.

6.3 The supplemental payments for APR Rates specified herein are not cumulative. The maximum COACH may earn annually pursuant Paragraphs 6.1 (a) – (c) is $45,000.

6.4 Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Additional Benefits Package

7.1 COACH shall be entitled to the use of vehicle(s) to be provided either by the FOUNDATION or pursuant to that certain multi-media sponsorship agreement between the FOUNDATION and Learfield Sports.
7.2 For as long as a certain golf and social club membership(s) are made available to LOUISIANA TECH ATHLETICS for the benefit of its coaches, COACH shall be entitled to such membership(s) as typically provided to the Head Football Coach. Should COACH elect to receive such benefits, they will be taxable as provided in the Internal Revenue Code.

8.0 Camps and Clinics

8.1 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 UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

8.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this CONTRACT constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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 and related to the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

9.0 Shoe, Apparel, and Equipment Contracts

In the course of COACH’s official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as reasonably requested by the Director of Athletics. COACH’s consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY’s reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH’s services to the company shall be separate from the services COACH will provide in the course of COACH’s official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 10.0 of this CONTRACT.

10.0 Outside Income-Subject to Compliance with Board Rules

10.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior
written consent of UNIVERSITY, such consent not to be unreasonably withheld.

10.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football 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, such approval not to be unreasonably withheld.

10.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

11.0 Compliance with NCAA, Conference and University Rules

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. If COACH is personally found to be 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 personally guilty of deliberate and serious violations of NCAA (i.e., Level I or II violations), Conference and
UNIVERSITY regulations.

11.2 COACH shall also abide by state and federal laws governing intercollegiate athletics, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and applicable policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

12.0 Football Staff

COACH shall have the authority to select unclassified football personnel upon authorization by the Director of Athletics and approved by the BOARD.

13.0 Termination Without Cause

13.1 If the UNIVERSITY terminates this CONTRACT without cause, as liquidated damages, the FOUNDATION shall pay COACH his total annual compensation (see Paragraphs 3.1 and 3.2) remaining on this CONTRACT that would have been earned but for UNIVERSITY’S termination without cause. These amounts shall be payable by the FOUNDATION solely through its athletic funds. The amount due for the calendar year in which termination without cause occurs shall be payable within thirty (30) days of termination without cause. The remaining balance shall be payable in equal installments, with the first installment due on July 15 following termination without cause and all subsequent installments payable by July 15 of each successive year until paid in full. FOUNDATION may accelerate payments to COACH without penalty. However, in no event will such payments be subject to any offset and/or mitigation.

13.2 In the event COACH terminates this CONTRACT without cause prior to the expiration of the term to accept a coaching position with another college, university, or
professional team, COACH shall be liable to the FOUNDATION for reimbursement of previously earned salary as follows:

- If COACH has concluded a playing season, including post season play, and has five (5) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for $400,000;

- If COACH has concluded a playing season, including post season play, and has four (4) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for $300,000;

- If COACH has concluded a playing season, including post season play, and has three (3) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for $200,000;

- If COACH has concluded a playing season, including post season play, and has two (2) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for $100,000;

- If COACH has one playing season remaining on this CONTRACT, COACH shall not be liable to FOUNDATION for any amount of previously earned salary.

13.3 In the event the term of this CONTRACT is extended pursuant to Paragraph 2.2, the amount COACH shall be liable to the University pursuant to this paragraph shall be re-set for the extension year at the amount that would have been applicable in the year the extension was earned (and continue to reduce in subsequent years as set forth above). For purposes of illustration of how this paragraph shall be implemented in the future:
• Eight (8) wins in the 2017 season, future amounts owned by COACH to FOUNDATION in the event of termination by COACH without cause during the 2018 season will be $400,000; $300,000 for the 2019 season; $200,000 for the 2020 season, etc.

• Less than eight (8) wins in the 2017 season, but eight (8) wins in the 2018 season, future amounts owned by COACH to FOUNDATION in the event of termination by COACH without cause during the 2019 season will be $300,000; $200,000 for the 2020 season; $100,000 for the 2021 season, etc.

• This methodology shall be used, as applicable, each time the term of this CONTRACT is extended pursuant to Paragraph 2.2.

13.4 If at the time COACH terminates this CONTRACT without cause, if Tommy McClelland is no longer UNIVERSITY’s Director of Athletics, then COACH shall be entitled to reduce by $25,000 the amount to be paid to FOUNDATION as previously earned salary. If at the time COACH terminates this CONTRACT without cause, if Dr. Les Guice is no longer UNIVERSITY’s President, then COACH shall be entitled to reduce by $25,000 the amount to be paid to FOUNDATION as previously earned salary.

13.5 Amount payable to FOUNDATION for previous earned salary shall be due within 90 days of COACH’s termination of this CONTRACT.

14.0 Termination for Cause

14.1 UNIVERSITY shall have the right to terminate COACH’s employment and this CONTRACT for cause prior to its expiration for the reasons set forth below. In the event this
CONTRACT is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid. The term "cause" shall include any of the following:

1. Deliberate or intentional failure or refusal by COACH to perform any of the material duties required by this CONTRACT or reasonably required of a Division I Football Head Coach, willful neglect by COACH of any of the material duties required by this CONTRACT or reasonably required of a Division I Football Head Coach, COACH's unwillingness to perform required material duties to the best of his ability, or any other material breach of this CONTRACT.

2. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures.

3. A serious or major violation or a pattern of violations, by COACH of any Rules or Regulations, which violation may reflect unreasonably adversely upon UNIVERSITY or its athletics program, including, but not limited to, any Level I or level II violation (and/or violation of the NCAA's head coach responsibility rules) which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference.

4. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH.

5. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-
athlete or any other individual to fail or to refuse to provide such information or documents.

6. Any intentional fraud or dishonesty of COACH while performing the duties required by this CONTRACT, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program.

7. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest.

8. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s).

9. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the
UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

10. Engaging in a consensual sexual relationship with any individual over whom he exercises direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

11. Prolonged absence from duty without the consent of COACH's reporting superior.

12. Any violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410) in which the Ethics Adjudicatory Board for the Louisiana Board of Ethics imposes a penalty of termination of employment for such violation (LA R.S. 42:1153B).

15.0 Automatic Termination Upon Death or Disability of Coach

This CONTRACT shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the reasonable judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Head Coach. If this CONTRACT is terminated pursuant to this paragraph, UNIVERSITY shall be relieved of all liabilities and/or obligations under this CONTRACT as of the date of death or disability.

16.0 Termination – General Provisions

16.1 If COACH terminates this CONTRACT, or if the University terminates this CONTRACT for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

16.2 In the event any dispute arises between the parties concerning this CONTRACT, the party alleging a breach by the other must give written notice to the other detailing the alleged
dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this CONTRACT, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

16.3 Prior to termination of COACH'S employment, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

16.4 This CONTRACT may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to Paragraphs 3.1 and 3.2 for the remainder of the term of this CONTRACT. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within sixty (60) days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination, except for amounts previously earned (including supplemental payment) but not yet paid.

17.0 Invalid Provisions

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

18.0 Notice Provision
Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Ruston, LA 71272

With copy to:  
Jennifer Riley  
Asst. Vice President of University Advancement & General Counsel  
Louisiana Tech University Foundation, Inc.  
P.O. Box 3183  
Ruston, LA 71272

Steve Davison, President  
Louisiana Tech University Foundation, Inc.  
123 Overbrook Way  
Choudrant, LA 71227-5301

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Skip Holtz  
2168 Llengeler Drive  
Ruston, LA 71270-2468

With copy to:  
Russ Campbell  
Patrick Strong  
Balch Sports  
1901 6th Ave. N., Ste 1500  
Birmingham, AL 35203
19.0 Merger Clause/No Oral Modification

This CONTRACT constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of this CONTRACT. This CONTRACT cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:
HEAD FOOTBALL COACH

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: LESLIE K. GUICE
   PRESIDENT

By: THOMAS H. McCLELLAND, II
   DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: BROOKS HULL
   VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

By: JENNIFER A. RILEY
   ASSISTANT VICE PRESIDENT OF UNIVERSITY ADVANCEMENT
   & GENERAL COUNSEL

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the ______ day of _______________________, 2017.

SECRETARY
BOARD OF SUPERVISORS
20
Item G.2. Louisiana Tech University’s request for approval of a contractual agreement between Mr. Eric Konkol, Head Men’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 1, 2017.

EXECUTIVE SUMMARY

This agreement is for the period from April 1, 2017 through March 31, 2022. During this period Coach will receive an annual base salary of $150,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of $250,000 annually, to be made in equal monthly payments during the period of this agreement for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

Louisiana Tech University Foundation shall pay performance incentives to Coach as follows:

- Any, some, or all of the following three accomplishments shall entitle Coach to a supplemental payment of $25,000 (total capped at $50,000):
  - Regular season conference champion
  - Conference tournament champion
  - At-large NCAA tournament participation

- Coach shall be entitled to a supplemental payment of $15,000 if the team qualifies and participates in the National Invitation Tournament. Coach will receive an additional $10,000 if team reaches the Final 4 of the NIT.

- Coach shall be entitled to cumulative supplemental payments for the following:
  - $25,000 for a Sweet 16 appearance in the NCAA tournament
  - $25,000 for an Elite 8 appearance in the NCAA tournament
  - $50,000 for a Final 4 appearance in the NCAA tournament
  - $50,000 if team is NCAA champion

- Maximum payable under these provisions during each basketball season is $200,000.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay Coach the amount of Guaranteed Compensation for the remainder of the term of the contract (defined as base salary and the radio and television component).
In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to April 1, 2018, Coach shall be liable to the Foundation for liquidated damages in the amount of $375,000.
- If prior to April 1, 2019, Coach shall be liable to the Foundation for liquidated damages in the amount of $325,000.
- If prior to April 1, 2020, Coach shall be liable to the Foundation for liquidated damages in the amount of $300,000.
- If prior to April 1, 2021, Coach shall be liable to the Foundation for liquidated damages in the amount of $200,000.
- If prior to April 1, 2022, Coach shall be liable to the Foundation for liquidated damages in the amount of $100,000.

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 Louisiana Tech University’s request for approval of a contractual agreement between Mr. Eric Konkol, Head Men’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 1, 2017.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Coach Konkol’s contract of employment extends the term of employment one year from March 31, 2021, to March 31, 2022. All other terms and conditions remain consistent with the currently operable contract of employment approved by the Board of Supervisors on September 9, 2016.

Louisiana Tech University respectfully requests the Board’s approval of the Contract of Employment submitted. Four duplicate originals have been provided. Upon approval by the Board, please sign and return the originals for our records.

Sincerely,

Leslie K. Guice
President

jr
attachments
CONTRACT OF EMPLOYMENT:
MEN’S BASKETBALL HEAD COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 28th day of September, 2017, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) through its President, Dr. Leslie K. Guice, and Eric G. Konkol (hereinafter referred to as “COACH”), and replaces that former Contract of Employment between the parties dated August 23, 2016, and approved by the Board of Supervisors of the University of Louisiana System on September 9, 2016. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University, 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. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF MEN’S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as men’s basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the men’s basketball program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the
UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the men’s basketball team and shall perform such other duties for the UNIVERSITY’S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A men’s basketball head coach.

1.4 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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period commencing April 1, 2017, and ending on March 31, 2022. For purposes of this agreement, contract year one shall commence on April 1, 2017 and end March 31, 2018. Contract year two and each following contract year shall begin on April 1st and end on March 31st of the following calendar year.

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 does not grant 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 approval by the BOARD.
3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of $150,000 for the term of this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of $250,000 annually, to be made in equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Men’s Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH’S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not
authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld.

4.0 Employee Benefits

UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH’s base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.

5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Any, some, or all of the following three accomplishments shall entitle COACH to a supplemental payment of $25,000:

1. Regular season conference champion;
2. Conference tournament champion;
3. At-large NCAA tournament participation.

The supplemental payments described above are capped at $50,000.

COACH shall be entitled to a supplemental payment of $15,000 if the men’s basketball
team qualifies and participates in the National Invitation Tournament. COACH shall be entitled
to an additional $10,000 supplemental payment if the team reaches the Final 4 of the National
Invitation Tournament.

COACH shall be entitled to cumulative supplemental payments for the following
accomplishments:

1. Sweet 16 appearance in the NCAA tournament = $25,000
2. Elite 8 appearance in the NCAA tournament = $25,000
3. Final 4 appearance in the NCAA tournament = $50,000
4. Men's NCAA champion = $50,000

5.2 The maximum supplemental pay COACH may earn during each basketball season
pursuant to the provisions of paragraph 5.1 is $200,000. Any supplemental payment earned
pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely
from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH
from FOUNDATION shall not be considered earned income for the purpose of computation of
retirement benefits. No withholdings will be made from these payments, and COACH shall be
responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational
return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

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
UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be
determined by the availability of those facilities as established by the UNIVERSITY, provided,
however that COACH shall have first priority of use of said facilities if the facilities are available
at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his 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 set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined
by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of basketball camps and/or basketball 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, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to,
income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. If COACH is personally found to be 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 material violations of NCAA, Conference and UNIVERSITY regulations (NCAA Constitution 11.2.1).

9.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies and regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that besfits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

9.3 COACH represents and warrants that he is not the subject of a current NCAA investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.
10.0 Men's Basketball Staff

COACH may make hiring decisions regarding assistant basketball coaches and a basketball
operations employee in his sole discretion subject to approval of the Director of Athletics and
approval by the Board of Supervisors for the University of Louisiana System. The salary pool for
the men’s basketball staff will be $450,000, such staff consisting of three assistant coaches and a
basketball operations employee. As performance incentives for his three assistant coaches and
one basketball operations employee, COACH shall be authorized to guarantee supplemental
incentives of $10,000 each if the men’s basketball team reaches the NCAA tournament; COACH
shall be authorized to guarantee supplemental incentives of $5,000 each if the men’s basketball
team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the
athletic funds held by the Louisiana Tech University Foundation.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated
damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder
of the term of the contract. For purposes of this provision, Guaranteed Compensation means the
annual base salary set forth in Section 3.1 herein, and the radio and television component set forth
in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its
athletic funds. The liquidated damages payment for the current contract year shall be paid within
60 days of termination. Liquidated damages due to COACH beyond the current contract year shall
be payable on an annual basis by April 1 of the contract year in which COACH would have earned
the compensation. FOUNDATION, in its sole discretion, may accelerate payments due to
COACH.

The FOUNDATION’s obligation to pay COACH’s Guaranteed Compensation for the
remainder of the term of the contract shall be subject of COACH’s duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

11.2 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts:

- If prior to April 1, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $375,000, to be paid within two (2) weeks from the termination date;

- If prior to April 1, 2019, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $325,000 to be paid within two (2) weeks of the date of termination;

- If prior to April 1, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $300,000 to be paid within two (2) weeks of the date of termination;

- If prior to April 1, 2021, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $200,000 to be paid within two (2) weeks of the date of termination.
• If prior to April 1, 2022, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $100,000 to be paid within two (2) weeks of the date of termination.

11.3 Just cause for termination of COACH by the UNIVERSITY shall include the following: conduct of COACH seriously prejudicial to the best interests of the University or its athletic program, substantial and manifest incompetence, conviction of state or federal offenses (excluding minor traffic offenses or non-criminal offenses), which significantly damages the University’s reputation, or deliberate and serious violations of NCAA, conference, or University or the Department of Intercollegiate Athletics’ rules, regulations, or policies or procedures. No damages shall be due if termination is for just cause.

11.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

11.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases
upon termination.

11.6 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

11.7 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover reasonable attorney’s fees in addition to any other relief awarded by the court.

12.0 Invalid Provisions

If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

13.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Louisiana Tech University  
Ruston, LA 71272

With copy to:  
Jennifer Riley  
Asst. VP of University  
Advancement & General Counsel  
Louisiana Tech Univ. Foundation  
P.O. Box 3183  
Ruston, LA 71272
AND

Steve Davison, President
Louisiana Tech University
Foundation
207 W. Alabama
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to
COACH shall be sent to:

Eric G. Konkol
3008 English Turn
Ruston, LA 71270

With copy to:

Joey McCutchen
 McCutchen & Sexton - The Law Firm
P.O. Box 1971, 1622 North B Street
Fort Smith, AR 72902

14.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the
parties regarding any employment of COACH by the UNIVERSITY and regarding any of the
matters or things therein provided or previously discussed or mentioned in reference to such
employment. There are no oral, written or other contracts, understandings, letter agreements,
promises or representations between the parties regarding the subject matter of these agreements.
These agreements cannot be changed, modified or amended except by written instrument signed
by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:
MEN'S BASKETBALL HEAD COACH

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: LESLIE K. QUICE
    PRESIDENT

By: THOMAS H. McCLELLAND, II
    DIRECTOR OF ATHLETICS

ERIC KONKOL
MEN'S BASKETBALL HEAD COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: BROOKS HULL
    VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

By: JENNIFER A. RILEY
    ASSISTANT VICE PRESIDENT OF UNIVERSITY ADVANCEMENT
    & GENERAL COUNSEL
RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
MEN'S BASKETBALL HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the ________ day of ____________________, 2017.

______________________________
Dr. Jim Henderson
President
University of Louisiana System
BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  

ATHLETIC COMMITTEE  

October 26, 2017  

Item G.3. Louisiana Tech University’s request for approval of a contractual agreement between Ms. Brooke Stoehr, Head Women’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 18, 2017.  

EXECUTIVE SUMMARY  

This agreement is for the period from April 18, 2017 through April 17, 2023. During this period, Coach will receive an annual salary of $175,000, payable monthly, for each of the six years. In addition, the Louisiana Tech University Foundation (Foundation) through its athletic funds shall pay Coach the following amounts, through equal monthly payments during the period of this agreement for Coach’s role in the Louisiana Tech Radio Network and as a fundraiser for the Louisiana Tech Women’s Basketball Program: $41,000 for the first year, which will be increased by $10,000 a year until Coach reaches a maximum of $71,000.  

Coach is eligible for the following:  

• If Coach achieves either of the following accomplishments, Coach will earn a maximum $20,000 supplemental payment:  
  o Regular season conference champion  
  o Conference tournament champion  

• Coach shall be entitled to a supplemental payment of $5,000 if the women’s basketball team qualifies and participates in the National Invitation Tournament. Coach shall be entitled to an additional $10,000 supplemental payment if the team reaches the final game of the National Invitation Tournament.  

• Coach shall be entitled to cumulative supplemental payments for the following accomplishments:  
  o NCAA Tournament appearance = $10,000  
  o NCAA Tournament second round appearance = $10,000  
  o Sweet 16 appearance in the NCAA Tournament = $10,000  
  o Elite 8 appearance in the NCAA Tournament = $10,000  
  o Final 4 appearance in the NCAA tournament = $10,000  
  o Women’s NCAA champion = $50,000  

• Coach shall be entitled to a supplemental payment of $5,000 if she is named the Conference Coach of the Year. Coach shall be entitled to an additional supplemental payment of $10,000 if she is named National Coach of the Year.
• For academic milestones met by her student-athletes, Coach shall be entitled to a supplemental payment of $2,500 if the team APR is higher than the national public average. Coach will have the opportunity to earn such supplemental payment beginning in the Spring 2017 upon publication of the national public APR by the NCAA.

The maximum incentive Coach may earn during each basketball season is $135,000. Supplemental payments shall be payable from the athletic funds in the Foundation.

If the University terminates this agreement without cause prior to contract expiration date, the Foundation, with funds held on behalf of Louisiana Tech Athletics, shall pay Coach her remaining base salary of the contract.

If the Coach terminates the contract without cause prior to contract expiration date, Coach shall pay the Foundation liquidated damages as follows:

• Prior to April 18, 2018, Coach shall owe $350,000
• Prior to April 18, 2019, Coach shall owe $300,000
• Prior to April 18, 2020, Coach shall owe $250,000
• Prior to April 18, 2021, Coach shall owe $200,000
• Prior to April 18, 2022, Coach shall owe $150,000
• Prior to April 18, 2023, Coach shall owe the lesser of $100,000 or the portion of remaining sums due to Coach pursuant to this contract from the termination date until April 18, 2023.

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 Louisiana Tech University’s request for approval of a contractual agreement between Ms. Brooke Stoehr, Head Women’s Basketball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective April 18, 2017.
OFFICE OF THE PRESIDENT

September 29, 2017

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Coach Stoehr’s contract of employment extends the term of employment one year from April 17, 2022, to April 17, 2023. All other terms and conditions remain consistent with the currently operable contract of employment approved by the Board of Supervisors on September 9, 2016.

Louisiana Tech University respectfully requests the Board’s approval of the Contract of Employment submitted. Four duplicate originals have been provided. Upon approval by the Board, please sign and return the originals for our records.

Sincerely,

Leslie K. Guice
President

jr
attachments
CONTRACT OF EMPLOYMENT:
WOMEN'S BASKETBALL HEAD COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 28th day of September, 2017, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Brooke Stoehr (hereinafter referred to as "COACH"), and replaces that former Contract of Employment between the parties dated August 23, 2016, and approved by the Board of Supervisors of the University of Louisiana System on September 9, 2016. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University, 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. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF WOMEN'S BASKETBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as the women's basketball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the women's basketball program which are reasonably required of COACH, as well
as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the women’s basketball team and shall perform such other duties for the UNIVERSITY’S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A head women’s basketball coach.

1.4 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 athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period of six (6) years, commencing on the 18th day of April, 2017, and terminating without further notice to COACH on April 17, 2023, unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an 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 the 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 approval by the BOARD.

2.4 The parties agree to review the terms and conditions of this contract after the 2018-19 season and before June 1, 2020.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of One Hundred Seventy-Five Thousand Dollars ($175,000) for the term of this agreement, through equal monthly payments.

3.2 The Louisiana Tech University Foundation (hereinafter referred to as the “FOUNDATION”) through its athletic funds shall pay COACH the following amounts, through equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for the Louisiana Tech Women’s Basketball Program:

(a) April 18, 2017 through April 17, 2018, $41,000.00;
(b) April 18, 2018 through April 17, 2019, $51,000.00;
(c) April 18, 2019 through April 17, 2020, $61,000.00;
(d) April 18, 2020 through April 17, 2021, $71,000.00;
(e) April 18, 2021 through April 17, 2022, $71,000.00;
(f) April 18, 2022 through April 17, 2023, $71,000.00.

3.3 COACH accepts her role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in her capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments
made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

3.4 Payment of this premium benefit is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Women’s Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH’S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld.

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH’s base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1.
5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and the work required to achieve the milestones set forth below and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Either of the following accomplishments shall entitle COACH to a supplemental payment of $20,000:

1. Regular season conference champion;
2. Conference tournament champion;

The supplemental payments described above are not cumulative in nature and are capped at $20,000.

COACH shall be entitled to a supplemental payment of $5,000 if the women’s basketball team qualifies and participates in the National Invitation Tournament. COACH shall be entitled to an additional $10,000 supplemental payment if the team reaches the final game of the National Invitation Tournament.

COACH shall be entitled to cumulative supplemental payments for the following accomplishments:

1. NCAA Tournament appearance = $10,000
2. NCAA Tournament second round appearance = $10,000
3. Sweet 16 appearance in the NCAA tournament = $10,000
4. Elite 8 appearance in the NCAA tournament = $10,000
5. Final 4 appearance in the NCAA tournament = $10,000
6. Women’s NCAA runner-up = $10,000
7. Women’s NCAA champion = $50,000

COACH shall be entitled to a supplemental payment of $5,000 if she is named the Conference Coach of the Year. COACH shall be entitled to an additional supplemental payment of $10,000 if she is named National Coach of the Year.

For academic milestones met by her student athletes, COACH shall be entitled to a supplemental payment of $2,500 if the team APR is higher than the national public average. COACH will have the opportunity to earn such supplemental payment beginning in the Spring 2017 upon publication of the national public APR by the NCAA.

5.2 The maximum supplemental pay COACH may earn during each basketball season pursuant to the provisions of paragraph 5.1 is $135,000. Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

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
UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 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 set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. 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. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. 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.

7.0 Shoe, Apparel, and Equipment Contracts

In the course of COACH’s official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in her capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other
services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH’s consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and her team. Consultation is upon the UNIVERSITY’s reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH’s services to the company shall be separate from the services COACH will provide in the course of COACH’s official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 9.0 of this contract.

8.0 Women’s Basketball Staff

COACH may make hiring decisions regarding assistant basketball coaches and a basketball operations employee in her sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the women’s basketball staff will be $300,000, such staff consisting of three assistant coaches and a basketball operations employee. As performance incentives for her three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of $10,000 each if the women’s basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of $5,000 each if the women’s basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech University Foundation.
9.0 Outside Income-Subject to Compliance with Board Rules

9.1 COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

9.2 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 basketball camps and/or basketball 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, such approval not to be unreasonably withheld.

9.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. If COACH is personally found to be 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 personally guilty of deliberate and serious violations of NCAA, Conference and UNIVERSITY regulations.

10.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies and regulations, and the policies and regulations of the University of Louisiana System. In public appearances she shall at all times conduct herself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

10.3 Should COACH elect to hire her spouse as part of the coaching staff, in order to remain in compliance with Louisiana law regarding nepotism, COACH and spouse shall become Co-Head Coaches of the Women’s Basketball Program.

11.0 Termination Without Cause

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the base annual salary for the remainder of the term of the contract set forth in Section 3.1 herein. This amount shall be payable by the FOUNDATION solely through its athletic funds and on a monthly basis.

The FOUNDATION’s obligation to pay COACH’s Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH’s duty to mitigate her damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with her qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages,
COACH shall notify A.D. of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including but not limited to a contract of employment, employment at-will, or employment as an independent contractor.

11.2 In the event COACH terminates the contract without cause, she will be liable to the FOUNDATION for the following amounts:

- If prior to April 18, 2018, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $350,000, to be paid within two (2) weeks from the termination;
- If prior to April 18, 2019, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $300,000, to be paid within two (2) weeks from the termination date;
- If prior to April 18, 2020, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $250,000 to be paid within two (2) weeks of the date of termination;
- If prior to April 18, 2021, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $200,000 to be paid within two (2) weeks of the date of termination;
- If prior to April 18, 2022, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $150,000 to be paid within two (2) weeks of the date of termination.
- If prior to April 18, 2023, COACH shall be liable to the FOUNDATION for
liquidated damages the lesser of $100,000 or the portion of remaining sums due to COACH pursuant to this contract from the termination date until April 18, 2023, to be paid within two (2) weeks of the date of termination.

12.0 Termination for Cause

12.1 UNIVERSITY shall have the right to terminate COACH’s employment and this Agreement for cause prior to its expiration on April 17, 2023. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term “cause” shall include, without limitation, any of the following:

1. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I Women’s Basketball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I Women’s Basketball head coach, COACH’s unwillingness to perform such required material duties to the best of her ability, or any other material breach of this Agreement; or

2. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or

3. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the
NCAA or its Conference; or

4. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH’s supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of her normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

5. Failure by COACH to report immediately to the Athletic Director any violations of Rules or Regulations known by COACH; or

6. Failing or refusing to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

7. Any fraud or dishonesty of COACH while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

8. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

9. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled
substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

10. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

11. COACH being charged or arrested for violation of a criminal statute or regulation, excluding minor traffic violations, provided that an arrest for DUI, DWI, or materially similar charges shall not be considered an arrest or charge for a minor traffic violation.

12. Engaging in a consensual sexual relationship with any individual over whom she exercised direct or significant academic, administrative, supervisory, evaluative, counseling or extracurricular authority or influence (Louisiana Tech Policy 1450).

13. Prolonged absence from duty without the consent of COACH's reporting superior; or

14. Any cause adequate to sustain termination of any regular staff employee of
UNIVERSITY, including but not limited to a violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410), a harassment violation (Louisiana Tech Policy 1438), or a sexual harassment violation (Louisiana Tech Policy 1436).

13.0 AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH

This agreement shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the judgement of the Director of Athletics, she is unable to satisfactorily perform all duties of a NCAA Division I Women’s Basketball Head Coach. If this agreement is terminated pursuant to this section, the University shall be relieved of all liabilities and/or obligations under this agreement as of the date of death or disability.

14.0 TERMINATION – GENERAL PROVISIONS

14.1. If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY not the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

14.2 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney’s fees in addition to any other relief awarded by the court.

14.3 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

15.0 Invalid Provisions
If any provision or provisions hereof 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 provisions to alter the bounds thereof in order to render it valid and enforceable.

16.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Tommy McClelland
Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

With copy to:
Jennifer Riley
Asst. VP of Univ. Advancement/Gen. Counsel
Louisiana Tech University
Foundation
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Brooke Stoehr
160 Redhaven Road
Choudrant, LA 71227-3490

John Meadows
2180 Norwood Avenue
Boulder, CO 80304

17.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the
parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:
WOMEN’S BASKETBALL HEAD COACH

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: LESLIE K. GUICE
   PRESIDENT

By: THOMAS H. McCLELLAND, II
   DIRECTOR OF ATHLETICS

BROOKE STOEHR
WOMEN’S BASKETBALL HEAD COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: BROOKSTOLL
   VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

By: JENNIFER A. RILEY
   ASSISTANT VICE PRESIDENT OF UNIVERSITY ADVANCEMENT
   & GENERAL COUNSEL

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the ________ day of ____________________, 2017.

Dr. Jim Henderson, President
University of Louisiana System
Item G.4. McNeese State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

McNeese State University has submitted a revision to its current policy, last revised in December of 2008. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus.

The complimentary ticket policy generally reflects the number of tickets per person. The ultimate number of tickets issued will vary depending upon the number of person applying for complimentary tickets.

Please refer to the attached summary describing the ticket list.

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 McNeese State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.
October 12, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University’s request for approval of its Complimentary Ticket Policy.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the October 26, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Is
Enclosures
Complimentary tickets for home athletic events may be issued as follows. Those marked with an asterisk (*) and any ticket provided to a public official subject to the Louisiana Code of Ethics, may require payment for the ticket by the recipient in accordance with the Louisiana Code of Ethics if the public servant recipient is not attending the event(s) as a part of his normal duties.

### All Tickets Are Issued Upon Request

<table>
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<tr>
<th></th>
<th>Football</th>
<th>Men's Basketball</th>
<th>Women's Basketball</th>
<th>Baseball</th>
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<tr>
<td>Assistant Coach of Their Sport</td>
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</tr>
<tr>
<td>Assistant Coach of Other Teams</td>
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<td>4</td>
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<tr>
<th>Visiting Team</th>
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- **University President (Not including suite)**: 24 (Including 2 Suite) 15 15 6 6
- **Vice Presidents of University**

- **Athletic Director**

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<tr>
<th>Athletic Staff Members</th>
<th>16 (Not including suits)</th>
<th>16 (8 for promotion events)</th>
<th>16 (8 for promotion events)</th>
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<td>Board of Supervisors</td>
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<td>Former President or Wife of Former President of the University</td>
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<td>Student Athlete</td>
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<td>High School Coaches Association</td>
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<td>Team Physician</td>
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<td>Working Game Official</td>
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<tr>
<td>Director of Facilities and Plant Operations</td>
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<tr>
<td>Director of Physical Grounds</td>
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<tr>
<td>Director of Physical Plant</td>
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<tr>
<td>Other McNeese Employees Required to Work Game</td>
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<td>Director of Campus Security</td>
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<td>Prospective Student Athletes</td>
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<td>Courtesy Car Dealers</td>
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<td>Parents/Guests of Homecoming Court</td>
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<tr>
<td>Trade Cuts for Maintenance and Other Services</td>
<td># of tickets as specified in a particular contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Individuals, Companies or Organizations Who Donate Funds to the Athletic Department

# of tickets up to the discretion of the Athletic Director and President

Complimentary admission to each game may be granted to visiting campus organizations (cheerleaders, bands, official sport groups) in uniform and accompanied by a university sponsor if arrangement have been approved by the McNeese Athletics Director or his designee in advance.

---

**APPROVED**

Dr. Daryl V. Burckel, President
McNeese State University

Date: 10-10-17
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 26, 2017

Item G.5. University of New Orleans' request for approval of contractual amendments with Mr. Blake Dean, Head Men's Baseball Coach, effective December 1, 2017.

EXECUTIVE SUMMARY

The University and the Coach entered into the original agreement effective July 1, 2015, and amended on November 1, 2016. Both parties now agree that each reference to the Privateer Athletic Foundation within the original agreement and amendment will be changed to University of New Orleans Foundation (Foundation). Salary supplements, earned incentive payments and contract buyout payments set forth in the original employment agreement and the employment amendment shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll.

All other terms and conditions shall remain unchanged and in full force and effect.

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 contractual amendments with Mr. Blake Dean, Head Men's Baseball Coach, effective December 1, 2017.
September 28, 2017

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

Re: University of New Orleans

Dear Dr. Henderson,

I am requesting approval of the attached Employment Amendment for the Head Baseball Coach.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President
EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of December 2017, between the University of New Orleans Foundation (hereinafter referred to as "Foundation"); University of New Orleans, through its President Dr. John Nicklow (hereinafter referred to as the "University" or "UNO"); and Michael Blake Dean (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 contractual amendment until approval is provided by the Board.

Whereas, UNO and COACH entered into an original employment agreement effective July 1, 2015 and amended the original agreement effective November 1, 2016, whereby UNO agreed to employ and COACH accepted employment as the Head Baseball Coach of UNO under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement.

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. Each reference to the Privateer Athletic Foundation ("PAF") within the original agreement and amendment will be changed to University of New Orleans Foundation ("Foundation").
2. Salary supplements, earned incentive payments and contract buyout payments set forth in the original employment agreement and the employment amendment shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll.

This Amendment is effective December 1, 2017 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and Foundation have executed this Agreement as of the date first written above.

WITNESSES

[Signatures]

MICHAEL BLAKE DEAN, Head Baseball Coach

DEREK MOREL, Director of Athletics, University of New Orleans

DR. JOHN NICKLOW, President, University of New Orleans

ANTHONY GREGORIO, President, University of New Orleans Foundation

[Signatures]

DR. JAMES HENDERSON, President, University of Louisiana System
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

October 26, 2017

Item G.6. University of New Orleans’ request for approval of contractual amendments with Mr. Derek Morel, Athletic Director, effective December 1, 2017.

EXECUTIVE SUMMARY

The University and the Athletic Director (AD) entered into the original agreement effective July 1, 2012, and amended on July 1, 2015. Both parties now agree that each reference to the Privateer Athletic Foundation within the original agreement and amendment will be changed to University of New Orleans Foundation ("Foundation"). Salary supplements, earned incentive payments and contract buyout payments set forth in the original employment agreement and the employment amendment shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll.

All other terms and conditions shall remain unchanged and in full force and effect.

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 contractual amendments with Mr. Derek Morel, Athletic Director, effective December 1, 2017.
September 28, 2017

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

Re: University of New Orleans

Dear Dr. Henderson,

I am requesting approval of the attached Employment Amendment for the Director of Athletics.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President
EMPLOYMENT AMENDMENT
DIRECTOR OF ATHLETICS

STATE OF LOUISIANA
PARISH OF ORLEANS

The Amendment is made and entered into on this 1st day of December 2017, between the University of New Orleans Foundation (hereinafter referred to as “Foundation”); University of New Orleans, through its President Dr. John Nicklow (hereinafter referred to as the “University” or “UNO”); and Derek Morel (hereinafter referred to as “AD”). 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 contractual amendment until approval is provided by the Board.

Whereas, UNO and AD entered into an original employment agreement effective July 1, 2012 and amended the original agreement effective July 1, 2015, whereby UNO agreed to employ and AD accepted employment as the Director of Athletics of UNO under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement.

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. Each reference to the Privateer Athletic Foundation (“PAF”) within the original agreement and amendment will be changed to University of New Orleans Foundation (“Foundation”).
2. Salary supplements, earned incentive payments and contract buyout payments set forth in the original employment agreement and the employment amendment shall be funded by the Foundation solely from the athletic funds held by the Foundation and paid through University payroll.

This Amendment is effective December 1, 2017 and thereafter, unless amended. All other terms and conditions contained in the Agreements shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, AD and the duly authorized representatives of University and Foundation have executed this Agreement as of the date first written above.

WITNESSES:

DEREK MOREL, Director of Athletics, University of New Orleans

DR. JOHN NICKLOW, President, University of New Orleans

ANTHONY GREGORIO, President, UNO Foundation

DR. JAMES HENDERSON, President, University of Louisiana System