

AGENDA
ATHLETIC COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
10:40 a.m., Thursday, December 6, 2018*
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. **Consent Agenda:**

Board Agenda Item F.1.

Louisiana Tech University's request for approval of a contract with Mr. Mark Montgomery, Head Softball Coach, effective July 1, 2018.

Board Agenda Item F.2.

Louisiana Tech University's request for approval of a contract with Ms. Brooke Stoehr, Head Women's Basketball Coach, effective March 16, 2018.

Board Agenda Item F.3.

McNeese State University's request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective August 1, 2018.

- D. Other Business
- E. Adjournment

**** Executive Session, pursuant to R.S. 42:17, may be required.**

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

December 6, 2018

Item F.1. Louisiana Tech University's request for approval of a contract with Mr. Mark Montgomery, Head Women's Softball Coach, effective July 1, 2018.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2018, and ending on the final day of the last game of the 2023 women's softball season, which includes post-season play by the team. During this period, Coach will receive an annual salary of \$60,000 from the University.

Coach is eligible for the following incentives from the Louisiana Tech University Foundation:

- \$5,000 if softball team wins regular season conference title.
- \$2,500 if Coach is named Conference Coach of the Year.
- Coach shall be entitled to cumulative supplemental payments for the following accomplishments:
 - NCAA Regional Tournament appearance = \$5,000
 - NCAA Super Regional Tournament appearance = \$10,000
 - NCAA World Series Tournament = \$10,000
 - Women's NCAA champion = \$10,000
- For academic milestones met by his student-athletes, Coach shall be entitled to a supplemental payment of \$1,000 for single year APR above 965.

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 75% of his remaining base salary of the contact.

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

- If prior to the final game of the 2019 season, including post-season play, Coach shall owe \$25,000.
- If prior to the final game of the 2020 season, including post-season play, Coach shall owe \$20,000.
- If prior to the final game of the 2021 season, including post-season play, Coach shall owe \$15,000.
- If prior to the final game of the 2022 season, including post-season play, Coach shall owe \$10,000.

- If prior to the final game of the 2023 season, including post-season play, Coach shall owe \$5,000.

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 contract with Mr. Mark Montgomery, Head Women's Softball Coach, effective July 1, 2018.*



F 1

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

November 2, 2018

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

Dear Dr. Henderson:


Enclosed for your review are 5 originals of the Contract of Employment between Mark Montgomery, head coach of the softball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is July 1, 2018 and ends on the final day of the 2023 softball season.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 13 meeting.

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining 4 originals to me for distribution to Coach Montgomery, the University, the Foundation, and Coach Montgomery's attorney.

Thank you for your attention to this matter.

Sincerely,


Leslie K. Guice,
President

Enclosures

**CONTRACT OF EMPLOYMENT:
SOFTBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 2nd day of November, 2018, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice, and Mark Montgomery (hereinafter referred to as "COACH"). 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. 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 SOFTBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as softball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the softball 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 softball 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 softball 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 period commencing July 1, 2018, and ending on the day of the last game of the 2023 season, including post-season play.

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 \$60,000.00 for the term of this agreement, payable on a monthly basis.

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:

- a. Regular Season Conference Title: If the softball team wins the regular season conference title, COACH shall earn a supplemental payment for that season in the amount of \$5,000.00.
- b. Conference Coach of the Year: COACH shall be entitled to a supplemental payment of \$2,500 if he is named the Conference Coach of the Year.
- c. NCAA Regional Tournament: If the softball team participates in the NCAA Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$5,000.00.
- d. NCAA Super Regional Tournament: If the softball team participates in the NCAA Super Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$10,000.00.
- e. NCAA World Series: If the softball team participates in the NCAA World Series, COACH shall earn a supplemental payment for that season in the amount of \$10,000.00. Should

the team win the NCAA World Series, in addition to the \$10,000.00 participation supplement, COACH will also receive a \$10,000.00 champion supplement.

f. Academic Achievement: For academic milestones met by his student athletes, COACH shall be entitled to a supplemental payment of \$1,000 if the team's single year APR is above 965.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each softball season under this provision is \$43,500.00. 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.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 5.1. In that regard, 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. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH

shall be responsible for all applicable taxes.

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 softball camps and/or softball 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. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Bylaw 19), including but not limited to suspension without pay or termination of employment (See also 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 Conference and/or

UNIVERSITY regulations.

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 befits 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 Termination

10.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH Guaranteed Compensation of 75% of the base annual salary as defined in paragraph 3.1 for the remainder of the term of the contract. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

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 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 10.1. 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.

10.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on the day of the final game, including post-season play, of the 2023 season. 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 softball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I softball head coach, COACH's unwillingness to perform such required material duties to the best of his 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 his 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; or

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; or

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

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).

10.3 In the event COACH terminates the contract without cause for the purpose of pursuing a collegiate coaching job, he will be liable to the FOUNDATION for the following amounts:

- If prior to the last game of the 2019 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$25,000.00, to be paid within two (2) weeks from the termination date; or
- If subsequent to the last game of the 2019 season, including post-season play, and prior to the last game of the 2020 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$20,000.00 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2020 season, including post-season play, and prior to the last game of the 2021 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$15,000.00 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2021 season, including post-season play, and prior to the last game of the 2022 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$10,000.00 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2022 season, including post-season play, and prior to the last game of the 2023 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$5,000.00 to be paid within two (2) weeks of the date of termination.

11.0 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, he is unable to satisfactorily perform all duties of a NCAA Division I softball Head Coach. The Director of Athletics shall not make such judgement call without first having given COACH not less than 60 days to make a significant recovery from his physical and/or mental injuries. 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.

12.0 Termination – General Provisions

13.1 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 payment) but not yet paid.

12.2 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.

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

12.4 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 paragraph 3.1 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.

13.0 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.

14.0 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 Univ. Advancement
& General Counsel
Louisiana Tech Univ. Foundation
P.O. Box 3183
Ruston, LA 71272

AND

Bill Hogan, President
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:

Mark Montgomery
905 Orleans Drive
Ruston, LA 71270

15.0 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:
SOFTBALL HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



By: **LESLIE K. GUICE**
PRESIDENT



MARK MONTGOMERY
SOFTBALL HEAD COACH

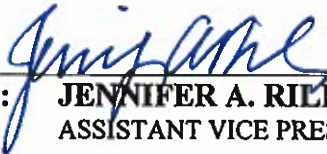


By: **THOMAS H. McCLELLAND, II**
DIRECTOR OF ATHLETICS

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

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
SOFTBALL HEAD COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2018.

Dr. Jim Henderson
President
University of Louisiana System

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

December 6, 2018

Item F.2. Louisiana Tech University's request for approval of a contract with Ms. Brooke Stoehr, Head Women's Basketball Coach, effective March 16, 2018.

EXECUTIVE SUMMARY

This agreement is for the period from March 16, 2018, and ending on the final day of the 2023-24 women's basketball season, which includes post-season play by the team. During this period, Coach will receive an annual salary of \$175,000 from the University. 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: \$51,000 through April 17, 2019; \$70,000 through April 17, 2020; and \$71,000 through the end of the agreement.

Coach is eligible for the following:

- If Coach achieves either of the following accomplishments, Coach will earn a maximum \$20,000 supplemental payment:
 - Regular season conference champion
 - 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:
 - NCAA Tournament appearance = \$10,000
 - NCAA Tournament second round appearance = \$10,000
 - Sweet 16 appearance in the NCAA Tournament = \$10,000
 - Elite 8 appearance in the NCAA Tournament = \$10,000
 - Final 4 appearance in the NCAA tournament = \$10,000
 - Women's NCAA runner-up = \$10,000
 - 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 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:

- If prior to the final game of the 2019 season, including post-season play, Coach shall owe \$350,000.
- If prior to the final game of the 2020 season, including post-season play, Coach shall owe \$300,000.
- If prior to the final game of the 2021 season, including post-season play, Coach shall owe \$250,000.
- If prior to the final game of the 2022 season, including post-season play, Coach shall owe \$200,000.
- If prior to the final game of the 2023 season, including post-season play, Coach shall owe \$150,000.
- If prior to the final game of the 2024 season, including post-season play, 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 the final game of the 2024 season, not including post-season play.

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 contract with Ms. Brooke Stoehr, Head Women's Basketball Coach, effective March 16, 2018.



LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

November 2, 2018

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

Dear Dr. Henderson:

Enclosed for your review are 5 originals of the Contract of Employment between Brooke Stoehr, head coach of the women's basketball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is March 16, 2018 and ends on the final day of the 2023-24 women's basketball season.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 13 meeting.

Upon approval by the Board, please sign the originals on the last page of the contract indicating that the Board has approved the contract, and keep one original for the files of the Board of Supervisors and return the remaining 4 originals to me for distribution to Coach Stoehr, the University, the Foundation, and Coach Stoehr's attorney.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice,
President

Enclosures

**CONTRACT OF EMPLOYMENT:
WOMEN'S BASKETBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 2nd day of November, 2018, 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 September 28, 2017, and approved by the Board of Supervisors of the University of Louisiana System on October 26, 2017. 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 period commencing on March 16, 2018, and terminating without further notice to COACH on the final day of the 2023-24 women's basketball season, which includes post-season play by the team, 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. For purposes of this paragraph, the base annual salary shall begin on the day following the final game of the season, including post-season play, and end on the final ball game of the season:

- Year 1: March 16, 2018 through the final game of 2019;
- Year 2: The day after the final game of 2019 through the final game of 2020;
- Year 3: The day after the final game of 2020 through the final game of 2021;
- Year 4: The day after the final game of 2021 through the final game of 2022;
- Year 5: The day after the final game of 2022 through the final game of 2023.
- Year 6: The day after the final game of 2023 through the final game of 2024.

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) \$4,250.00/month through April 17, 2019;
- (b) \$5,083.33/month through April 17, 2020;
- (c) \$5,916.67/month through the final game of the 2023-24 season.

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 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. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including but not limited to suspension without pay or termination of employment (See also 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 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 the final game of the 2019 season, including post-season play, 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 the final game of the 2020 season, including post-season play, 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 the final game of the 2021 season, including post-season play, 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 the final game of the 2022 season, including post-season play, 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 the final game of the 2023 season, including post-season play, 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 the final game of the 2024 season, including post-season play, 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 the final game of the 2024 season, not including post-season play, 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 the final game of the 2024 season, including post-season play. 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 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.

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

Bill Hogan
President, 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



BROOKE STOEHR
WOMEN'S BASKETBALL HEAD COACH



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 _____, 2018.

Dr. Jim Henderson, President
University of Louisiana System

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

December 6, 2018

Item F.3. McNeese State University's request for approval of a contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective August 1, 2018.

EXECUTIVE SUMMARY

Under this one-year agreement, through June 30, 2019, Coach will earn \$28,427 annually. In addition, the McNeese State University Foundation will pay Coach a premium benefit of \$8,753 annually. University may permit additional (non-recurring) supplemental pay to Coach for team participation in post-season events in accordance and as stipulated by the University policy titled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA bylaws. Coach may operate a camp as an independent contractor and must adhere to the Policy for Use of Campus Facilities. Coach may receive a courtesy/leased vehicle from a local dealership or a \$500 monthly vehicle allowance from sources outside of the University, disbursed through the University. Coach is also eligible to receive a \$1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to the remaining base salary she would have earned from the date of termination to the contract end date, or the University may reassign Coach to another suitable position at the base salary. No damages shall be due if termination is for just cause.

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 contract with Ms. Giorgia Pozzan, Head Women's Tennis Coach, effective August 1, 2018.



F3

November 15, 2018

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

RECEIVED
NOV 14 2018
UNIVERSITY OF
LOUISIANA SYSTEM

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval of contractual agreement with Giorgia Pozzan, Head Women's Tennis Coach, effective August 1, 2018.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 13, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Enclosures

McNEESE STATE UNIVERSITY

HEAD WOMEN'S TENNIS COACH CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President, Dr. Daryl V. Burckel, McNeese State University Foundation represented by Richard Reid, and **GIORGIA POZZAN** (hereinafter referred to as "COACH"). This contract is subject to the approval of the management board for McNeese State University and the Board of Supervisors of the University of Louisiana System (the "Board"). Therefore, the terms and conditions set forth in this contract should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

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

2.0 Term

- 2.1 The term of this contract is for a fixed period of eleven (11) months, commencing on the **1st day of August 2018**, and terminating without further notice to COACH on the **30th day of June 2019** unless extended under the terms of this contract.
- 2.2 This contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. 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 McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount of **\$28,427.00**, payable on a monthly basis. The term of this contract is 11 months; as such, COACH will receive a prorated share of the annual salary during the term of this contract.
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 14 of this contract.
- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

- 3.6 In addition to the above salary, the McNeese Foundation (Foundation) shall pay a 12-month premium benefit in the amount of **\$8,753.00 in monthly installments of \$729.42**. As the term of this contract is 11 months, COACH will receive a prorated share of the Foundation benefit during the term of this contract. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The Foundation is also responsible for increased related benefit payments associated with the supplement.

4.0 Contracts for Broadcast and/or Telecast

- 4.1 COACH may host a radio or television show to promote the McNeese State University Women's Tennis Team.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her 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 hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
 - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
 - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
 - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. 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.
 - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.

5.0 Camps and Clinics

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her 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 hereafter stated:
- (a) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
 - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
 - (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 The COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH may receive a monthly monetary allowance not to exceed \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this contract. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 Employee Benefits

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

8.0 Outside Income and/or Benefits

- 8.1 COACH may receive income, revenue, and benefits from outside sources while employed by the University upon approval from the President and in accord with University and Board policies. COACH shall report annually in writing to the President all athletically-related income, revenue, and/or benefits he/she receives from sources outside the University, and COACH shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of COACH's University employment; the University shall have no responsibility for any claims arising therefrom.

9.0 Apparel, Equipment Endorsements

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures

- 10.1 Pursuant to NCAA Bylaw 11.2.1, COACH understands that he/she has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). COACH hereby stipulates that if he/she is found to be in violation of NCAA regulations, he/she shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).

11.0 Compliance with Local, State and Federal Laws

- 11.1 COACH shall abide by the laws of the local, state and federal governments. 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 violation or gross disregard of local, state or federal laws.

12.0 Financial Incentive for Academic Success

- 12.1 COACH shall be eligible to receive a financial incentive for academic success within the Women's Tennis program as defined in the University Athletic Department policy. The policy is as follows:

"A head coach whose team's NCAA Multi-Year (Four-Year Rolling Average) Academic Progress Rate (APR) exceeds the national average for Division I public institutions for the reported academic year shall receive a financial incentive award in the amount of \$1,000. In addition, the full-time academic support, athletic department staff members may receive a financial incentive award in the amount of \$200 for each team that surpasses the aforementioned national benchmark. In order for a coach or staff member to be eligible to receive this award, the coach or staff member must have been employed at McNeese State University in their current capacity for at least one full academic year and subsequently would be eligible for the award at the conclusion of their second year."

13.0 Women's Tennis Staff

13.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.

14.0 Termination

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

14.2 COACH may be terminated by the Athletic Director at any time for misconduct, substantial and manifest incompetence, violation or gross disregard of state or federal laws, and deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures. In the event of such termination, COACH will receive thirty (30) calendar days notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages shall be due if termination is for just cause.

14.3 COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has made declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of programs and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

14.4 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason. In the event the University terminates the contract, without cause, the University, at its option, may reassign COACH to another suitable position at the University for the remainder of the contract period at a salary equal to the base salary in Section 3.1. Otherwise, the COACH shall be entitled to the remaining base salary that he/she would have earned from the date of termination to the contract end date. Payments due from the University shall be due to COACH no later than sixty (60) days from the effective date of the termination.

14.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Women's Tennis Coach or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

15.0 Fundraising

15.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

16.0 Severability

16.1 If any provision of the Contract 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 to alter the bounds thereof in order to render it valid and enforceable.

17.0 Force Majeure

17.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

18.0 Previous Contracts

18.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.

WITNESSES:

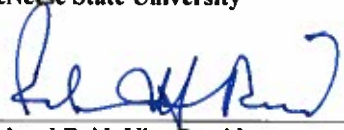
Cathy Devillier

 Date 10/23/18
Georgia Pozzan, Head Women's Tennis Coach
McNeese State University

Cathy Devillier

 Date 10/23/18
Fred Bruce Hemphill, Director of Athletics
McNeese State University

Jessica Pousson

 Date 10/23/18
Richard Reid, Vice President
McNeese Foundation

Deb Kingrey

 Date 10-24-18
Dr. Daryl V. Burckel, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____,

_____, 20____.

SECRETARY – Board of Supervisors