

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

**ATHLETIC COMMITTEE**

**September 3, 2020**

**Item F.1.**      **Louisiana Tech University's** request for approval of a contractual agreement between Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and Louisiana Tech University Foundation, effective July 1, 2020.

**EXECUTIVE SUMMARY**

This agreement is for the five-year period from July 1, 2020 through June 30, 2025. 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 for his role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Football as follows annually:

- July 1, 2020 through June 30, 2021, \$500,000;
- July 1, 2021 through June 30, 2022, \$575,000;
- July 1, 2022 through June 30, 2023, \$650,000;
- July 1, 2023 through June 30, 2024, \$650,000;
- July 1, 2024 through June 30, 2025, \$650,000.

The Foundation shall also pay Coach 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.

The Foundation shall also pay 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 Sections 13.2-4 of the contract.

## **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 Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and Louisiana Tech University Foundation, effective July 1, 2020.



F.1.

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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

Dear Dr. Henderson:

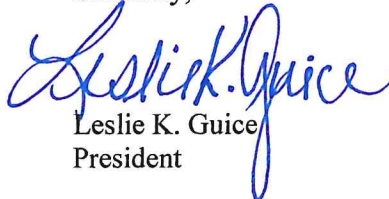
Enclosed for your review are six (6) originals of the Contract of Employment between Louis L. Holtz, Jr., Head Football Coach, and Louisiana Tech University. In addition, joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 five (5) originals to me for distribution to Coach Holtz, the University, the Foundation, and Coach Holtz's attorney.

Thank you for your attention to this matter.

Sincerely,

  
Leslie K. Guice  
President

mol  
enclosures

**CONTRACT OF EMPLOYMENT:  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 4<sup>th</sup> day of August, 2020, 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 September 28, 2017, and approved by the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD") on October 26, 2017. The purpose of this new Contract of Employment is to extend the term of COACH's employment pursuant to paragraph 2.2 of the Contract of Employment dated September 28, 2017, which is duplicated in its entirety in paragraph 2.2 of this Contract of Employment. 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 terminating without further notice to COACH on June 30, 2025, 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) July 1, 2020 through June 30, 2021, \$200,000.00;
- (b) July 1, 2021 through June 30, 2022, \$200,000.00;
- (c) July 1, 2022 through June 30, 2023, \$200,000.00;
- (d) July 1, 2023 through June 30, 2024, \$200,000.00;
- (e) July 1, 2024 through June 30, 2025, \$200,000.00.

(f) 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) July 1, 2020 through June 30, 2021, \$500,000.00;

(b) July 1, 2021 through June 30, 2022, \$575,000.00

(c) July 1, 2022 through June 30, 2023, \$650,000.00;

(d) July 1, 2023 through June 30, 2024, \$650,000.00;

(e) July 1, 2024 through June 30, 2025, \$650,000.00.

(f) 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, and 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 1<sup>st</sup> 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. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing of 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 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. Beginning July 1, 2020, and each contract year thereafter, a pool of funds at the FOUNDATION in the amount of \$95,000 shall be made available to COACH to supplement the pay of Football Assistant Coaches in COACH's discretion. Such supplements are subject to the Athletic Director's and FOUNDATION's approval, which shall not be unreasonably withheld. COACH acknowledges that additional supplemental payments for employees of the UNIVERSITY are subject to the approval of the Board of Supervisors for the University of Louisiana System.

#### **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 2020 season, future amounts owed by COACH to FOUNDATION in the event of termination by COACH without cause during the 2021 season will be \$400,000; \$300,000 for the 2022 season; \$200,000 for the 2023 season, etc.
- Less than eight (8) wins in the 2020 season, but eight (8) wins in the 2021 season, future amounts owed by COACH to FOUNDATION in the event of termination by COACH without cause during the 2022 season will be \$300,000; \$200,000 for the 2023 season; \$100,000 for the 2024 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 UNIVERISTY 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

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

Skip Holtz  
2168 Llangeler Drive  
Ruston, LA 71270-2468

With copy to:  
Russ Campbell  
Patrick Strong

Balch Sports  
1901 6<sup>th</sup> 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.

**20.0 No Third Party Beneficiaries**


The Parties agree that they are the only parties and beneficiaries of this CONTRACT. No third party shall have any right or cause of action under any provision of this CONTRACT.

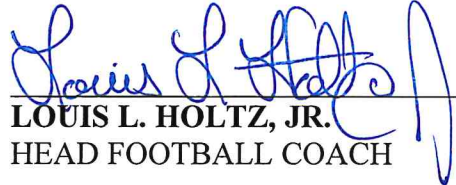
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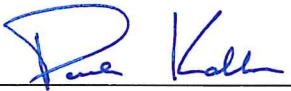
**CONTRACT OF EMPLOYMENT:  
HEAD FOOTBALL COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

  
**LOUIS L. HOLTZ, JR.**  
HEAD FOOTBALL COACH

  
By: **PAUL KABBES**  
SENIOR ASSOCIATE ATHLETICS DIRECTOR

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

  
By: **BILL HOGAN**  
PRESIDENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDENT  
BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**September 3, 2020**

**Item F.2.**      **Louisiana Tech University's** request for approval of a contract with Mr. Eric Konkol, Head Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective April 1, 2020.

**EXECUTIVE SUMMARY**

This agreement is for the period from April 1, 2020 through March 31, 2025. 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, 2021, Coach shall be liable to the Foundation for liquidated damages in the amount of \$325,000.
- If prior to April 1, 2022, Coach shall be liable to the Foundation for liquidated damages in the amount of \$300,000.
- If prior to April 1, 2023, Coach shall be liable to the Foundation for liquidated damages in the amount of \$200,000.
- If prior to April 1, 2024, 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 contract with Mr. Eric Konkol, Head Men's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective April 1, 2020.



F.2.

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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

Dear Dr. Henderson:

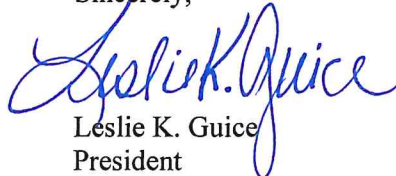
Enclosed for your review are six (6) originals of the Contract of Employment between Eric Konkol, Head Coach of the men's basketball team, and Louisiana Tech University. Also joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is April 1, 2020 through March 31, 2025.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 five (5) originals to me for distribution to Coach Konkol, the University, the Foundation, and Coach Konkol's attorney.

Thank you for your attention to this matter.

Sincerely,

  
Leslie K. Guice  
President

mol  
enclosures

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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 June 27, 2019, and approved by the Board of Supervisors of the University of Louisiana System on June 27, 2019. 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, 2020, and ending on March 31, 2025. For purposes of this agreement, contract year one shall commence on April 1, 2020 and end March 31, 2021. Contract year two and each following contract year shall begin on April 1<sup>st</sup> and end on March 31<sup>st</sup> 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 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 1<sup>st</sup> 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 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, 2021, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$325,000, to be paid within two (2) weeks from the termination date;
- If prior to April 1, 2022, 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, 2023, 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, 2024, 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

With copy to:  
Lisa Bradley  
Asst. VP and CFO  
University Advancement  
Louisiana Tech Univ. Foundation

Ruston, LA 71272

P.O. Box 3183  
Ruston, LA 71272

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. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
**ERIC KONKOL**  
MEN'S BASKETBALL HEAD COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **LISA BRADLEY**  
ASSISTANT VICE PRESIDENT AND CFO

  
By: **BILL HOGAN**  
PRESIDENT

**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 \_\_\_\_\_, 2020.

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Dr. Jim Henderson  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**September 3, 2020**

**Item F.3.**      **Louisiana Tech University's** request for approval of contracts for various assistant football coaches, between Louisiana Tech University and Louisiana Tech University Foundation, effective March 1, 2020 to February 28, 2021.

**EXECUTIVE SUMMARY**

The University is requesting approval of contracts for various assistant football coaches as follows:

- John Allen – Outside Receiver Coach - \$115,000 annually;
- David Blackwell – Defensive Coordinator - \$187,500 annually. In addition, beginning July 1, 2020, the Foundation will pay Assistant Coach \$12,500 for fundraising and public appearance services to the Foundation;
- Jeffrey Burris – Defensive Back Coach - \$115,000 annually;
- Anthony Camp – Defensive Line Coach - \$115,000 annually;
- Brian Gamble – Linebacker Coach - \$125,000 annually;
- Brock Hays – Running Back Coach - \$105,000 annually;
- Robert McFarland – Offensive Line Coach - \$140,000 annually;
- Joseph Sloan – Offensive Coordinator - \$187,500 annually. In addition, beginning July 1, 2020, the Foundation will pay Assistant Coach \$12,500 for fundraising and public appearance services to the Foundation;
- Dennis Smith – Special Teams and Outside Linebacker Coach - \$90,000 annually.

In addition, the Foundation shall pay performance incentives to all Assistant Coaches as follows:

- College Football Playoff (CFP): If the football team is selected to play in the CFP New Year's Six Bowl game, then he shall earn a supplemental payment in the amount of \$25,000.
- Post-season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then he shall earn a supplemental payment in the amount of \$8,000.

If the University terminates this agreement without cause, the Foundation shall pay Assistant Coach the amount of the remainder of the term of the contract.

In the event Assistant Coach terminates the contract without cause, each will be liable to the Foundation as follows:

- If Assistant Coach has been employed by the University less than 12 months, he shall be liable to and shall pay the Foundation an amount equal to the greater of all moving expenses paid or reimbursed, or 5% of his base salary, or
- If Assistant Coach terminates within 60 days of his hire date, he shall be liable to and shall pay the Foundation an amount equal to 50% of his base salary.

### **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 the contracts for John Allen, David Blackwell, Jeffrey Burris, Anthony Camp, Brian Gamble, Brock Hays, Robert McFarland, Joseph Sloan, and Dennis Smith, each effective as stated above.***



# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between John Allen, Assistant Football Coach-Outside Receiver Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Allen's attorney.

Thank you for your attention to this matter.

Sincerely,

Leslie K. Guide  
President

mol  
enclosures



**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OUTSIDE RECEIVER COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 24 day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **JOHN ALLEN** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **OUTSIDE RECEIVER COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **OUTSIDE RECEIVER COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Fifteen Thousand Dollars (\$115,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.



If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

John Allen  
603 Bond Street – 103  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

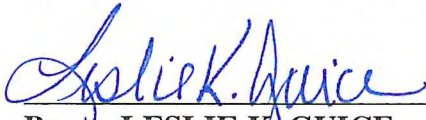
This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

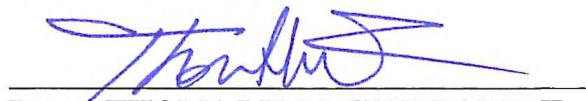
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OUTSIDE RECEIVER COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**JOHN ALLEN**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS





F.3.b

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between David Ward Blackwell, Assistant Football Coach-Defensive Coordinator, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Blackwell's attorney.

Thank you for your attention to this matter.

Sincerely,

Leslie K. Guice  
President

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE COORDINATOR**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28th day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **DAVID WARD BLACKWELL** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE COORDINATOR**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

**2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **DEFENSIVE COORDINATOR**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) payable in biweekly installments through UNIVERSITY payroll.

4.2. Beginning July 1, 2020, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Twelve Thousand, Five Hundred Dollars (\$12,500.00) payable in equal monthly installments of One Thousand, Forty-One Dollars and Sixty-Six Cents (\$1041.66) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full

cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary, with Base Salary calculated as the sum of the amounts in Section 4.1. and 4.2. for purposes of Article 9. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary.



ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's

duty to mitigate his damages. ASSISTANT 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. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

## **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

David W. Blackwell  
214 Cherrybark Way  
Choudrant, LA 71227

#### **15.0 Merger Clause/No Oral Modification**

This AGREEMENT constitutes and expresses the entire agreement and understanding of the parties regarding any employment of ASSISTANT 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

AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**

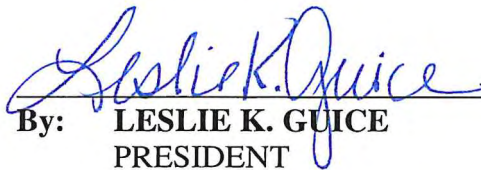



**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE COORDINATOR**

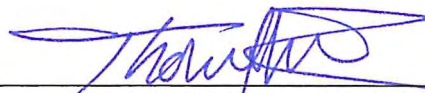
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**DAVID WARD BLACKWELL**

  
By: **LESLIE K. GUICE**  
PRESIDENT

  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



F.3.c

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between Jeffrey Lamar Burris, Assistant Football Coach-Defensive Back Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Burris' 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

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE BACK COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28th day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **JEFFREY LAMAR BURRIS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE BACK COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **DEFENSIVE BACK COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Fifteen Thousand Dollars (\$115,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.



## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Jeffrey Burris  
2212 Pintail Dr.  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.



#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

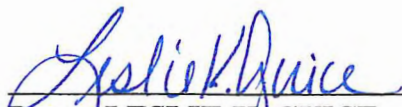
This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

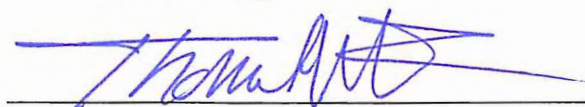
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE BACK COACH**

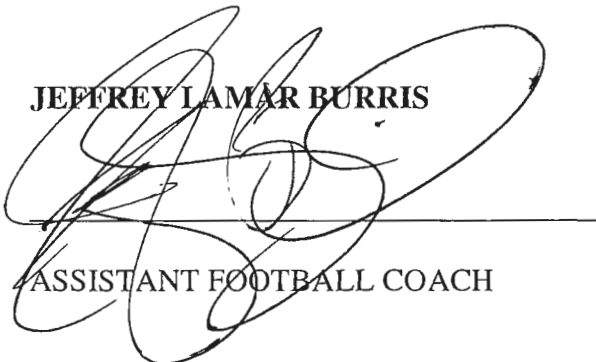
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**JEFFREY LAMAR BURRIS**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



F.3.d

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between Anthony Noble Camp, Assistant Football Coach-Defensive Line Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Camp's attorney.

Thank you for your attention to this matter.

Sincerely,

Leslie K. Guice  
President

mol  
enclosures

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE LINE COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 22 day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **ANTHONY NOBLE CAMP** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE LINE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **DEFENSIVE LINE COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Fifteen Thousand Dollars (\$115,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps



outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

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### **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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Anthony Camp  
435 Howard Street  
Monroe, LA 71201

#### **15.0 Merger Clause/No Oral Modification**

This AGREEMENT constitutes and expresses the entire agreement and understanding of the parties regarding any employment of ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**


This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

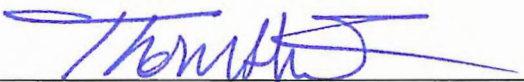
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – DEFENSIVE LINE COACH**


**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**ANTHONY NOBLE CAMP**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



F.3.e

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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

Dear Dr. Henderson:

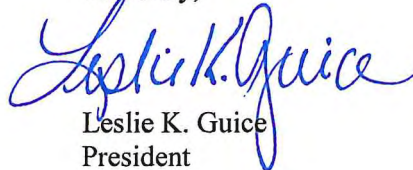
Enclosed for your review are four (4) originals of the Contract of Employment between Brian C. Gamble, Assistant Football Coach-Linebacker Coach, and Louisiana Tech University. In addition, joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Gamble's attorney.

Thank you for your attention to this matter.

Sincerely,



Leslie K. Guice  
President

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – LINEBACKER COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28 day of FEBRUARY, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **BRIAN C. GAMBLE** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **LINEBACKER COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **LINEBACKER COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Twenty-Five Thousand Dollars (\$125,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.



6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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.

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mailed by U.S. registered, certified, or first-class mail to such party.

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

With copy to:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Brian Gamble  
299 Timber Ridge Dr.  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

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#### **18.0 Agreement Freely and Voluntarily Entered Into**

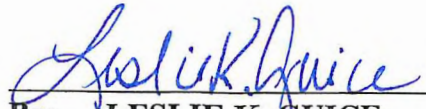
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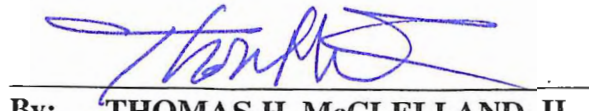
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ASSISTANT FOOTBALL COACH – LINEBACKER COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**


  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**BRIAN C. GAMBLE**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



F.3.f

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between Brock Allen Hays, Assistant Football Coach-Running Back Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Hays' attorney.

Thank you for your attention to this matter.

Sincerely,

Leslie K. Guice  
President

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – RUNNING BACK COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28th day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **BROCK ALLEN HAYS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **RUNNING BACK COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **RUNNING BACK COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Five Thousand Dollars (\$105,000.00) payable in biweekly installments through UNIVERSITY payroll.



## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.



10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Brock Hays  
1102 Rita Lane  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

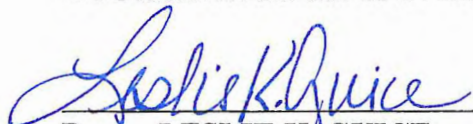
This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – RUNNING BACK COACH**

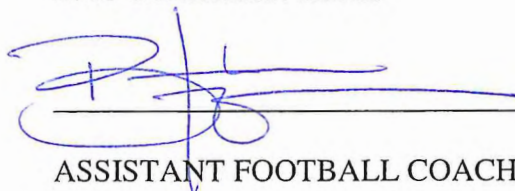
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

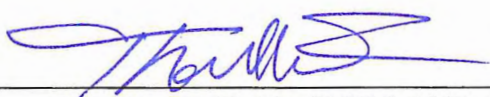


By: **LESLIE K. GUICE**  
PRESIDENT

**BROCK ALLEN HAYS**



ASSISTANT FOOTBALL COACH



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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between Robert John McFarland, Assistant Football Coach-Offensive Line Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach McFarland'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

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OFFENSIVE LINE COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 24<sup>th</sup> day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **ROBERT JOHN MCFARLAND** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **OFFENSIVE LINE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.



2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **OFFENSIVE LINE COACH**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Forty Thousand Dollars (\$140,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Robert McFarland  
720 Glendale Dr.  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

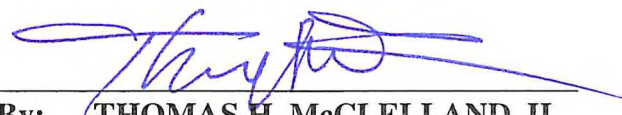
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OFFENSIVE LINE COACH**

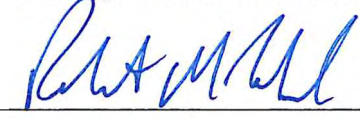
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**ROBERT JOHN MCFARLAND**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



# LOUISIANA TECH UNIVERSITY

F.3.h

OFFICE OF THE PRESIDENT

July 31, 2020

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

Dear Dr. Henderson:

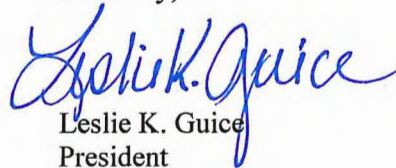
Enclosed for your review are four (4) originals of the Contract of Employment between Joseph W. Sloan, Assistant Football Coach-Offensive Coordinator, and Louisiana Tech University. In addition, joining in the contract and consenting to the obligations incurred by it is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Sloan's attorney.

Thank you for your attention to this matter.

Sincerely,



Leslie K. Guice  
President

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OFFENSIVE COORDINATOR**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28th day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **JOSEPH W. SLOAN** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **OFFENSIVE COORDINATOR**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

**2.0 Duties**



ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **OFFENSIVE COORDINATOR**.

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred, Eighty-Seven Thousand, Five Hundred Dollars (\$187,500.00) payable in biweekly installments through UNIVERSITY payroll.

4.2. Beginning July 1, 2020, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Twelve Thousand, Five Hundred Dollars (\$12,500.00) payable in equal monthly installments of One Thousand, Forty-One Dollars and Sixty-Six Cents (\$1041.66) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full

cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary, with Base Salary calculated as the sum of the amounts in Section 4.1. and 4.2. for purposes of Article 9. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary.

ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's

duty to mitigate his damages. ASSISTANT 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. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or



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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Joseph Sloan  
1401 Madera St.  
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 ASSISTANT 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

AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

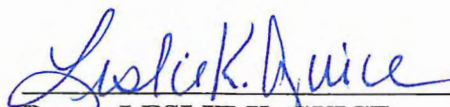
This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

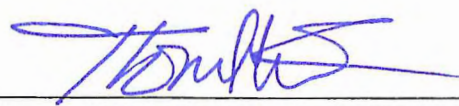
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – OFFENSIVE COORDINATOR**

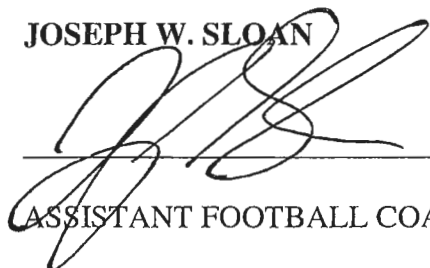
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**JOSEPH W. SLOAN**

  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS



F.3.i

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

July 31, 2020

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 four (4) originals of the Contract of Employment between Dennis Robert Smith, Assistant Football Coach-Special Teams and Outside Linebacker Coach, and Louisiana Tech University. In addition, 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 from March 1, 2020 through February 28, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the August 2020 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 three (3) originals to me for distribution to Assistant Coach Hays, the University, the Foundation, and Assistant Coach Smith'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

mol  
enclosures

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY



**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – SPECIAL TEAMS & OUTSIDE LINEBACKER  
COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28 day of February, 2020, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **DENNIS ROBERT SMITH** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **SPECIAL TEAMS & OUTSIDE LINEBACKER COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein 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 and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

ASSISTANT COACH shall perform such duties in the University athletic program as the HEAD COACH may reasonably assign. Duties shall include but not be limited to the following:

2.1. Faithfully and conscientiously perform the duties reasonably assigned by the HEAD COACH and maintain the high moral and ethical standards commonly expected of the ASSISTANT COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

2.2. Devote such professional time, attention and energy to his duties as are required, in UNIVERSITY's reasonable judgment, to faithfully discharge the duties as set forth herein and to avoid any business or professional activities or pursuits that will unreasonably conflict with his performance of his duties or will otherwise unreasonably interfere with the UNIVERSITY's interests.

2.3. Recognize and comply with the applicable laws, policies, rules and regulations of the UNIVERSITY, the National Collegiate Athletic Association ("NCAA"), and Conference USA (or any other conference which the UNIVERSITY may become a member during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognized he is a highly visible representative of the UNIVERSITY, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes.

2.5. ASSISTANT COACH agrees that academic achievement of student-athletes is of the highest importance. ASSISTANT COACH agrees to carry himself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **SPECIAL TEAMS & OUTSIDE LINEBACKER COACH.**

2.7. ASSISTANT COACH agrees to conscientiously observe all UNIVERSITY and NCAA rules pertaining to outside income. ASSISTANT COACH will notify the Director of Athletics and obtain approval, such approval not to be unreasonably withheld, before negotiation for or receiving any athletically-related income or benefits from sources outside UNIVERSITY and will report annually any outside income in compliance with NCAA and UNIVERSITY regulations.

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2020, and ends February 28, 2021. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term")

### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Ninety Thousand Dollars (\$90,000.00) payable in biweekly installments through UNIVERSITY payroll.

## **5.0 Employee Benefits**

UNIVERSITY will provide ASSISTANT 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. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

## **6.0 Performance Incentives – Athletic Performance Goals**

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT 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 ASSISTANT COACH the following supplemental payments:

a. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff New Year's Six Bowl game, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$25,000.00.

b. Post – season bowl: If the football team participates in a post-season bowl, excluding the CFP New Year's Six Bowls, then ASSISTANT COACH shall earn a supplemental payment in the amount of \$8,000.

6.2. Any supplemental payment pursuant to this section 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 ASSISTANT 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 ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

7.1. ASSISTANT 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.

7.2. ASSISTANT 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. 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.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps

outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

## **8.0 Compliance with NCAA, Conference and University Rules**

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the 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 UNIVERSITY.

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

## **9.0 Termination Without Cause**

9.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of Base Salary which would have been owed to ASSISTANT COACH had he completed the current Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the expiration of its Term, and ASSISTANT COACH has been employed by UNIVERSITY as an ASSISTANT COACH for less than twelve (12) months, ASSISTANT COACH shall be liable to and shall pay the FOUNDATION an amount equal to **the greater of** all moving expenses paid or reimbursed **or** five percent (5%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.3. Should ASSISTANT COACH terminate this AGREEMENT without cause within sixty (60) days of ASSISTANT COACH's hire date, ASSISTANT COACH shall pay the FOUNDATION an amount equal to fifty percent (50%) of ASSISTANT COACH's Base Salary. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

9.4. Any payments due from ASSISTANT COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of ASSISTANT COACH's notice of termination.

9.5. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to and federal or state constitutions, laws, regulations, or other provision of law.

9.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 9.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

9.7. In lieu of terminating employee without cause, UNIVERSITY may reassign ASSISTANT COACH to other duties within UNIVERSITY commensurate with his attained educational level and skill set. Such reassignment shall run commensurate with the duration remaining under the current Term and shall cease at the end of the current Term.

9.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT 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.



If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT 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.

#### **10.0 Termination With Cause**

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this AGREEMENT; or

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT 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

10.4. 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 ASSISTANT COACH's supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

10.5. Failure by ASSISTANT COACH to report immediately to the Football Head Coach and Athletic Director any violations of Rules or Regulations known by ASSISTANT COACH; or

10.6. 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

10.7. Any fraud or dishonesty of ASSISTANT 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

10.8. 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

10.9. 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

10.10. Conduct of the ASSISTANT 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 ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of ASSISTANT 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.

10.11. ASSISTANT 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.

10.12. 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).

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

10.14. 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).

#### **11.0 Automatic Termination Upon Death or Disability of Coach**

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head Football Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Assistant Coach. If this AGREEMENT is terminated pursuant to this section, 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**

12.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not 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 ASSISTANT COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

12.4. ASSISTANT 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, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. 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. The unaffected provisions shall in any event remain 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 ASSISTANT 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:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168  
Ruston, LA 71272

Bill Hogan, President  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

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

Dennis Smith  
103 N. Monroe St., Apt. 21  
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 ASSISTANT 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 AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **16.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **17.0 Governing Law**

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied.

#### **18.0 Agreement Freely and Voluntarily Entered Into**

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

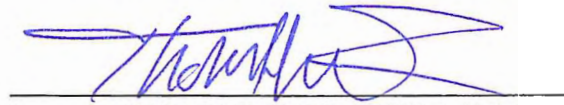
**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – SPECIAL TEAMS & OUTSIDE LINEBACKER  
COACH**

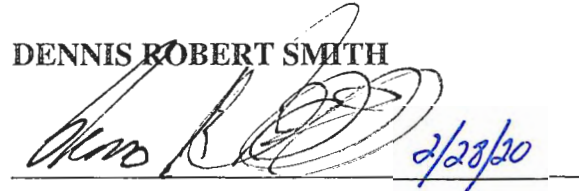
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

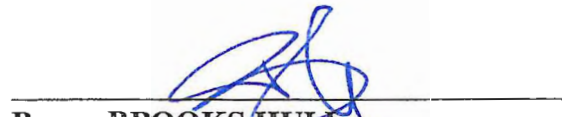
  
By: **LESLIE K. GUICE**  
PRESIDENT

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

**DENNIS ROBERT SMITH**

 2/28/20  
ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SECRETARY  
BOARD OF SUPERVISORS