

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

ATHLETIC COMMITTEE

August 26, 2021

Item H.1. Grambling State University's request for approval of a contract with Mr. Trayvean Scott, Vice President for Intercollegiate Athletics/Athletic Director, effective August 1, 2021.

EXECUTIVE SUMMARY

Under this agreement, effective through June 30, 2025, AD's annual salary is as follows:

- Year 1 \$185,000
- Year 2 \$185,000
- Year 3 \$190,000
- Year 4 \$190,000

In addition to the annual compensation above AD shall be entitled to the following incentive compensation:

- Game Guarantees – \$20,000 for program competitions (individual athletic program games or sport competitions) directly secured by AD that generate new revenue more than \$600,000 in total revenues for each academic year as determined by the university's academic calendar.
- Fundraising – \$25,000 for exceeding fundraising and marketing goals for the University's athletic department and programs that are in excess of \$650,000 in new cash in Year 1 of the contract; \$35,000 for exceeding fundraising and marketing goals for the university's athletic department and programs that are in excess of \$750,000 in new cash in Year 2 of the contract; \$50,000 for exceeding fundraising and marketing goals for the University's athletic department and programs that are in excess of \$850,000 in new cash in Years 3 and 4 of the contract.
- Commissioner's Cup – \$5,000 if the University is awarded the Commissioner's Cup.
- APR – \$5,000 if the University's average four-year APR for the 15 athletics programs exceeds 965.

In the event the University terminates the contract without cause, the AD shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract year. In the event Director of Athletics terminates the employment contract without cause

to become a Director of Athletics at another post-secondary institution, then Director of Athletics would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the current fiscal year of the contract year.

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 Grambling State University's request for approval of a contract with Mr. Trayvean Scott, Vice President for Intercollegiate Athletics/Athletic Director, effective August 1, 2021.*



CONTRACT OF EMPLOYMENT

VICE PRESIDENT OF INTERCOLLEGIATE ATHLETICS/ATHLETIC DIRECTOR

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this August 1, 2021, between Grambling State University and through its President, Richard Gallot Jr., JD and Trayvean Scott (hereafter referred to as "AD"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State 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.

1.0 Employment

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

2.0 Term

- 2.1 The term of this agreement is for a fixed period of four years, commencing on the 1st day of August, 2021 and terminating without further notice to AD on the 30th day of June 2025, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by AD, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants AD a claim to tenure in employment, nor shall AD'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

3.0 Compensation

- 3.1 In consideration of AD'S services and satisfactory performance of this agreement, the University shall pay AD a minimum base annual salary rate according to the following schedule for the term of this agreement, payable monthly:

Year 1	\$185,000
Year 2	\$185,000
Year 3	\$190,000
Year 4	\$190,000

- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.
- 3.3 Incentive Compensation: In addition to the annual compensation above AD shall be entitled to the following incentive compensation.

3.3.1 Game Guarantees – \$20,000 for program competitions (individual athletic program games or sport competitions) directly secured by AD that generate new revenue more than \$600,000 in total revenues for each academic year as determined by the university's academic calendar.

3.3.2 Fundraising – \$25,000 for exceeding fundraising and marketing goals for the university's athletic department and programs that are in excess of \$650,000 in new cash in Year 1 of the contract; \$35,000 for exceeding fundraising and marketing goals for the university's athletic department and programs that are in excess of \$750,000 in new cash in Year 2 of the contract; \$50,000 for exceeding fundraising and marketing goals for the university's athletic department and programs that are in excess of \$850,000 in new cash in Years 3 and 4 of the contract.

3.3.3 Commissioner's Cup – \$5,000 if the University is awarded the Commissioner's Cup

3.3.4 APR– \$5,000 if the University's average four-year APR for the 15 athletics programs exceeds 965

4.0 Contracts for Broadcast and/or Telecast

- 4.1 AD may host a television/radio show to promote the Grambling State University Athletics Department
- 4.2 It is specifically agreed that in the filming or producing of such television shows, AD 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 hereafter stated
 - 4.2.1 The AD agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.
 - 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by university auditors.
 - 4.2.4 The AD agrees to protect, indemnify, and save harmless the University from and against any 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 which arise out of AD'S gross negligence or willful misconduct resulting from said television/radio show.
 - 4.2.5 The AD is an independent contractor during said television activities and, as a university employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a state institution which makes its facilities open to persons without discrimination.
 - 4.2.6 The President will be the administrative officer of the University who will be advised by the AD of any problems or questions, which may arise out of the television/radio show.

5.0 Employee Benefits

- 5.1 AD shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.
- 5.2 Access to four (4) seats in the suite area of the Eddie G. Robinson Stadium
- 5.3 Complimentary tickets in accordance with established University policy
- 5.4 Car stipend equal to one vehicle (\$600/month)
- 5.5 Country Club Membership usage/access provided through Grambling University Foundation membership
- 5.6 Cellphone, including data plan
- 5.7 Relocation/temporary housing expenses [up to ninety (90) days, not to exceed \$15,000, reimbursable with receipts]

6.0 Outside Income- Subject to Compliance with Board Rules

- 6.1 The AD 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. AD shall be entitled to retain revenue generated from his operation of camps or clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 6.2 AD shall report annually in writing to the President on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of AD to verify this report (NCAA Constitution Article 11.2.2).
- 6.3 Notwithstanding the above or anything else herein to the contrary, if AD receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, AD must report all such income or benefits to the president in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

7.0 Apparel, Equipment Endorsements

7.1 The University shall receive and then pay to AD any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The payment to AD shall be negotiated once terms are finalized, for each opportunity, between the University and person or entity soliciting the endorsement. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and AD shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.

8.0 Compliance with NCAA, Conference, University and Title IX and Misconduct Policy and Procedures

8.1 AD is responsible for the actions of all institutional staff members who report, directly or indirectly, to the AD. AD shall promote an atmosphere of compliance within their program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the AD.

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

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

University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by AD for failure to report a Known Violation of:

1. Title IX of the Education Amendments of 1972;
2. The University's Sexual Misconduct Policy; or

3. The University of Louisiana System's Sexual Misconduct Policy.
- 8.4 AD agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs.
- 8.5 AD shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws, and the policies and regulations of the University of Louisiana System. In public appearances, he shall always conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 8.6 AD and the University acknowledge and agree that (1) AD 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 Staff

- 9.1 AD shall have the authority to select unclassified athletics personnel upon authorization by the President and approval by the Board of Supervisors for the University of Louisiana System. AD shall be responsible to set and oversee the schedule of athletic games and related activities, as long as such schedules are approved by the President and complies with all University policies and procedures.

10.0 Termination

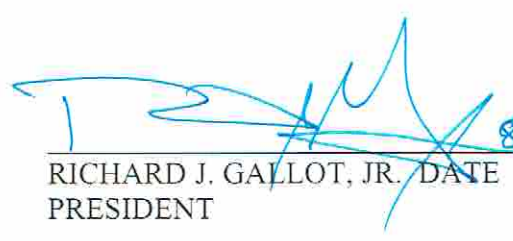
- 10.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to termination of AD, University will obtain approval from the President of the University of Louisiana System.
- 10.2 In the event the University terminates the contract, without cause, the AD shall be entitled to the base salary that he would have earned for the remainder of the current fiscal year of the contract year.
- 10.3 In the event Director of Athletics terminates the employment contract without cause to become a Director of Athletics at another post-secondary institution, then

Director of Athletics would be liable to the University for liquidated damages of 50% of the amount that he would have earned in the current fiscal year of the contract year. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If Director of Athletics terminates the employment contract for any other reason than becoming employed as a Director of Athletics including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then Director of Athletics shall have no responsibility, obligation, or liability to the University.

- 10.4 AD may be terminated by the Athletic Director at any time for just cause. Just cause for termination of AD shall include, but is not limited to a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; AD's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of AD constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 10.5 AD may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, AD will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. In all other circumstances under this paragraph, AD will receive thirty days' notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

 8/9/2021

DR. TRAYVEAN SCOTT DATE
VICE-PRESIDENT
INTERCOLLEGIATE ATHLETICS
ATHLETIC DIRECTOR

 8-9-21

RICHARD J. GALLOT, JR. DATE
PRESIDENT

DR. JAMES HENDERSON DATE
PRESIDENT
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

August 26, 2021

Item H.2. Grambling State University's request for approval of a contractual amendment with Mr. Broderick Lee Fobbs, Head Football Coach, effective August 4, 2021.

EXECUTIVE SUMMARY

In July of 2018, the Head Football Coach and the University entered into a contract with the term ending December 31, 2022. Section 3.1 of the contract is now amended as follows:

- For the period that Coach Fobbs is the Head Football Coach at Grambling State University, beginning on the date of this executed amendment, Coach Fobbs will receive a car allowance at the rate of \$600 per month from the University. All other terms and conditions of the contract will remain the same.

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 Grambling State University's request for approval of a contractual amendment with Mr. Broderick Lee Fobbs, Head Football Coach, effective August 4, 2021.*



August 5, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACTUAL AMENDMENT WITH
MR. BRODERICK LEE FOBBS, HEAD FOOTBALL COACH**

Grambling State University (GSU) respectfully requests for approval of a contractual amendment with Mr. Broderick Lee Fobbs, Head Football Coach, effective August 4, 2021.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is written over the name of the signatory.

Richard J. Gallot, Jr., JD
President

Attachment



**ADDENDUM TO AN EXISTING EMPLOYMENT CONTRACT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN


This addendum to the existing agreement was made and entered into the 1st day of August 2021, between Grambling State University and its President, Richard J. Gallot, Jr. and Broderick Lee Fobbs (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until the Board provides approval.

WHEREAS, the parties agreed to modify the terms of the Employment Agreement dated July 1, 2018, as set forth herein.

NOW THEREFORE, the parties hereby agree that the following constitutes a modification of the terms and conditions in the Employment Agreement dated August 4, 2021

1. Paragraph 3.0 of the Compensation will include the following:

3.1 For the period that Coach Fobbs is the head football coach at Grambling State University, beginning of this executed Agreement, Coach Fobbs will receive a car allowance at the rate of \$600 per month.

 8-2-74
BRODERICK FOBBS DATE
HEAD FOOTBALL COACH


RICHARD J. GALLOT, JR DATE
PRESIDENT

DR. JAMES HENDERSON DATE
PRESIDENT, UNIVERSITY OF
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

August 26, 2021

Item H.3. **Grambling State University's** request for approval of a revised Athletic Home Game Complimentary Ticket Policy.

EXECUTIVE SUMMARY

Grambling State University had submitted a revision to its current policy, last revised in February of 2021 due to the 25% percent COVID-19 reduction. Chapter 5, Section IV.B of the Board Rules requires that complimentary tickets and passes for home games shall be issued only in accordance with an established, written policy by each institution that has been approved by the Board. The complimentary ticket policies primarily address football games, but also include complimentary tickets for basketball, baseball, and other performance events on campus. Several changes are proposed, which results in the issuance of more complimentary tickets as follows:

- Football – Total increase of 2,512, tickets, which includes home football games and Classics.
- Basketball – Total increase of 478 tickets for home games.
- Baseball – Total increase of 611 tickets for home games.

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

Please refer to the attached summary describing the complimentary ticket list.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a revised Athletic Home Game Complimentary Ticket Policy.*



August 5, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS OF THE
UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL OF A REVISED ATHLETIC HOME
GAME COMPLIMENTARY TICKET POLICY**

Grambling State University (GSU) respectfully requests approval for revision to its current policy, last revised in February of 2021 due to the 25% percent COVID-19 reduction.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is positioned above the printed name.

Richard J. Gallot, Jr., JD
President

Attachment

Grambling State University												
Athletics Complementary Ticket Distribution												
Fiscal Year Ending June 30, 2022												
Revised Complimentary Ticket Policy August 26, 2021												
Title	Persons	Football					Basketball			Baseball		
		Tickets per Person	Bayou Classic	Home Games	Dallas	SWAC Away	Number of Tickets to be issued			Persons	Tickets per Person	Baseball
							Persons	Tickets per Person	Basketball			
ADMINISTRATOR												
President	1	25	15	30	25	1	10	10	1	5	5	
Executive VP and Chief Operating Officer	1	8	8	10		1	2	2	1	2	2	
Senior Assoc. VP for Finance & Adimin.	1	4	4	8		1	2	2	1	2	2	
President's Office Manager	1	4	4	8		1	2	2	1	2	2	
Coordinator of Strategic Projects	1	4	4	8		1	2	2	1	2	2	
Executive Assistant to the President	1	4	4	8		1	2	2	1	2	2	
Vice President for Finance and Administration	1	8	8	8		1	4	4	1	2	2	
Vice President for Academic Affairs/Provost	1	8	8	8		1	4	4	1	2	2	
Vice President for Student Affairs	1	8	8	8		1	4	4	1	2	2	
Vice President for Advancement, Research & Economic Development	1	8	8	8		1	4	4	1	2	2	
Assoc. Vice President for Information Technology and Digital Strategy	1	4	4	4		1	2	2	1	2	2	
Assistant Vice President for Compliance/ Chief Compliance Officer	1	4	4	4		1	2	2	1	2	2	
Assoc. Vice President for Enrollment Management	1	4	4	4		1	2	2	1	2	2	
Assoc. Vice President for Operations	1	4	4	4		1	2	2	1	2	2	
Director of Compliance & Operations	1	2	2	4		1	2	2	1	2	2	
Director of Internal Audit	1	2	2	4		1	2	2	1	2	2	
Director of Alumni Affairs	1	2	2	4		1	2	2	1	2	2	
Director of Facilities Management	1	2	2	4		1	2	2	1	2	2	
Director of University Communications	1	2	2	4		1	2	2	1	2	2	
Controller	1	2	2	4		1	2	2	1	2	2	
Marching Band Director	1	6	6	12		1	2	2	1	2	2	
Assoc. Band Director I	1	4	4	4		1	2	2	1	2	2	
Assoc. Band Director II	1	4	4	4		1	2	2	1	2	2	
Band Coordinator	1	4	4	4		1	2	2	1	2	2	
Assistant Band Director	1	4	4	4		1	2	2	1	2	2	
Assistant Band Director	1	4	4	4		1	2	2	1	2	2	
Orchesis Director	1	2	2	2		1	2	2	1	2	2	
Cheerleading Coach	1	2	2	2		1	2	2	1	2	2	
Chief of Police	1	2	2	4		1	2	2	1	2	2	
Former Presidents	6	2	12	12	12	6	2	12	6	2	12	
ATHLETICS:												
Former Athletic Directors	3	2	6	6		3	2	6	3	2	6	
Athletics Director	1	20	12	20	15	1	6	6	1	2	2	
Senior Associate Athletic Director for Compliance	1	6	6	8		1	2	2	1	2	2	
Deputy Athletic Director Competitive Excellence	1	6	6	8		1	2	2	1	2	2	
Associate Athletic Director Internal Operations	1	6	6	8		1	2	2	1	2	2	
Athletic Business Manager	1	6	6	8		1	2	2	1	2	2	
Associate Athlletic Director- External Relations/ Chief of Staff	1	6	6	8		1	2	2	1	2	2	
Admin Asst to the Athletic Director	1	2	2	4		1	2	2	1	2	2	
Operations Director/ Manager	1	2	2	4		1	2	2	1	2	2	
Assistant AD for Compliance	1	4	2	4		1	2	2	1	2	2	
Director of Student- Athletic	1	4	4	4		1	2	2	1	2	2	
Development/Associate Director for Athletics	1	4	4	4		1	2	2	1	2	2	
Acadmeic Services	1	4	4	4		1	2	2	1	2	2	
Assistant AD Athletic Academic Servies	1	4	4	4		1	2	2	1	2	2	
Assoc. Registrar/ Ath. Certification Officer	1	2	2	2		1	2	2	1	2	2	
Assoc. AD for Enhancement	1	4	4	8		1	2	2	1	2	2	
Acadmeic Advisor/ Learning Specialist	1	2	4	4		1	2	2	1	2	2	
Senior Assoc. AD Media Relations	1	6	6	8		1	2	2	1	2	2	

Athletics Complementary Ticket Distribution													
Fiscal Year Ending June 30, 2022													
Revised Complimentary Ticket Policy August 26, 2021													
Title	Football				Basketball					Baseball			
	Persons	Tickets per Person	Bayou Classic	Home Games	Dallas	SWAC Away	Persons	Tickets per Person	Basketball	Persons	Tickets per Person	Baseball	
Number of Tickets to be issued													
Associate Director of Media Relations and Communications	1		4	4	6		1	2	2	1	2	2	
Assitant Director, Media Relations/Commuications	1		2	2	4		1	2	2	1	2	2	
Director of Sports Medicine	1		4	4	4		1	2	2	1	2	2	
Sports Therapist/Trainers	2		4	4	4		2	2	2	2	2	2	
Asst Athletic Business Manager	1		4	4	6		1	2	2	1	2	2	
Ticket Office Staff	1		2	2	2		1	2	2	1	2	2	
Ticket Office Agents	2		4	4	4		2	2	2	2	2	2	
Graduate Assistant (Athletic Department)	4	2	8	8	8		4	4	4	4	4	4	
Faculty Athletics Representative	1		4	4	4		1	2	2	1	2	2	
Director of TV Center	1		2	2	2		1	2	2	1	2	2	
Bayou Classic Coordinator	1		6	0					0			0	
Bayou Classic Committee	12	2	24	0					0			0	
Head Football Coach	1		30	20	24		1	2	2	1	2	2	
Coaches in other sports*	25	2	50	50	50		25	2	50	25	2	50	
Asst. Football Coaches (***)	9	10	90	90	90		9	2	18	9	2	18	
Grad Asst./Student Managers	6	2	12	12	12				0			0	
Staff members of the sports involved	1		2	2	4								
Football Admin. Assistant	1		4	4	4								
Director of Football Operations	1		4	4	4								
Head Strength & Conditioning Coach	1		4	4	6		1	2	2			0	
Asst Strength & Conditioning Coach	1		4	4	4								
Equipment Manager/ Facilities	1		4	4	4		1	2	2	1	2	2	
Assistant Equipment Manager	1		2	2	2		1	2	2	1	2	2	
Truck Drivers	2	2	4	4	4		2	2	4	2	4	2	
Team Physicians	1		2	2	2		1	2	2	1	2	2	
High School Recruits for Bayou Classic (Home Team Only) (*)													
Super Professors	2	2	4	4	4		2	2	4			0	
Assistant Athletics Director of Enhancement	1		4	4	8		1	2	2	1	2	2	
Sports Information Director	1		2	2	6		1	2	2	1	2	2	
Sports Information Staff	2	2	4	4	4		2	2	4	2	2	4	
Student-Athletes of the sports involved (Home)	100	2	200	400	400		15	4	60	30	4	120	
Student-Athletes of the sports involved (Away)	63	2	126	0			15	4	60	30	4	120	
Graduate Assistant (Athletic Department)	4	2	8	8	8		4	2	8	4	2	8	
SWAC Commissioner (*)	1		5	5	10		1	2	2	1	2	2	
High School Recruits (*)	80	3	0	240	0		40	3	120	40	3	120	
High School Coaches Assoc.	50	2	0	100	0		40	2	80	40	2	80	
UL System President	1		4	4	6		1	2	2	1	2	2	
UL System Staff (*)	3	2	6	6	6		3	2	6	3	2	6	
UL Board of Supervisors (*)	18	4	72	72	72		18	2	36	18	2	36	
State Troopers	2	2	4	4	4		0	0	0	0	0	0	
Board of Regents (*)	4	2	8	8	8		4	2	8	4	2	8	
PROMOTIONAL			20	20			1	20	20	1	2	2	
Promotional-Athletic Director			0	80			1	20	20	1	20	20	
Promotional-Radio Stations			0	0	70				0			0	
Promotional-Sponsorships			0		40				0			0	
Promotional-KGRM-Grambling				10					0			0	
Parade Participants-(Homecoming only)(#)	250	1	0	250									
TOTAL	716	50	994	1,690	1,206	40	260	227	668	287	190	745	
CompList GSU-New Titles/Positions Updated 8/05/2021													

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

ATHLETIC COMMITTEE

August 26, 2021

Item H.4. Louisiana Tech University's request for approval of a contract with Mr. Thomas Lane Burroughs, Head Men's Baseball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2021 through the last day of the 2026 season, including post-season play. During this period, Coach's annual salary is \$75,000, payable on a monthly basis. The Louisiana Tech University Foundation shall pay Coach the sum of \$100,000 for first year of contract, and increasing by \$5,000 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 Baseball.

The Louisiana Tech University Foundation will pay Coach the following annual performance incentives as salary supplements:

- If baseball team wins the conference regular season title, Coach will earn \$10,000.
- If baseball team participates in an NCAA Regional, Coach will earn \$10,000.
- If baseball team participates in an NCAA Super Regional, Coach will earn \$10,000.
- If baseball team participates in an NCAA World Series, Coach will earn \$10,000.
- If baseball team wins the NCAA national championship, Coach will earn \$15,000.
- If 750 or more season tickets are sold in a particular year, Coach will earn \$5,000.

Such salary supplements are cumulative and cannot exceed \$60,000.

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 11.1 of the contract.

In the event Coach terminates the contract without cause, he will be liable to the Foundation for the following amounts:

- If prior to the last game of the 2022 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$195,000.

- If subsequent to the last game of the 2022 season, including post-season play, and prior to the last game of the 2023 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$170,000.
- If subsequent to the last game of the 2023 season, including post-season play, and prior to the last game of the 2024 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$145,000.
- If subsequent to the last game of the 2024 season, including post-season play, and prior to the last game of the 2025 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$120,000.
- If subsequent to the last game of the 2025 season, including post-season play, and prior to the last game of the 2026 season, including post-season play, Coach shall be liable to the Foundation for liquidated damages in the amount of \$95,000.

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. Thomas Lane Burroughs, Head Men's Baseball Coach, effective July 1, 2021.

**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2021, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) through its President, Dr. Leslie K. Guice, and Thomas Lane Burroughs (hereinafter referred to as “COACH”) and replaces that former Contract of Employment between the parties dated February 3, 2020. This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF BASEBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as baseball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the baseball 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 baseball 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 baseball head coach.

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

2.0 Term

2.1 The term of this agreement is for a period commencing July 1, 2021, and ending on the day of and immediately after the last game of the 2026 season, including post-season play. For purposes of this agreement, each contract year, with the exception of the last contract year, shall begin on July 1st and end on June 30th of the following calendar year. The last contract year shall begin on July 1st and end on the day of and immediately following the last game of the 2026 season, including post-season play.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$75,000 for the term of this agreement, payable on a monthly basis. For purposes of this paragraph, the base annual salary shall begin on July 1st of each year during the term and end on June 30th of the following calendar year, with one exception: the final year of contract term. For the final contract year, the base annual salary shall begin on July 1st, 2025, and end on the day of and immediately following the last game of the 2026 season, including post-season play.

3.2 FOUNDATION through its athletic funds shall pay COACH the following sum annually per contract year, 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 Baseball:

- a. 2021-2022 (Year 1): \$100,000 beginning July 1st, 2021;
- b. 2022-2023 (Year 2): \$105,000 beginning July 1st 2022;
- c. 2023-2024 (Year 3): \$110,000 beginning July 1st 2023;
- d. 2024-2025 (Year 4): \$115,000 beginning July 1st 2024; and
- e. 2025-2026 (Year 5): \$120,000 beginning July 1st, 2025.

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 Baseball. 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:

a. Regular Season Conference Title: If the baseball team wins the regular season conference title, COACH shall earn a supplemental payment for that season in the amount of \$10,000.

b. NCAA Regional Tournament: If the baseball team participates in the NCAA Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$10,000.

c. NCAA Super Regional Tournament: If the baseball team participates in the NCAA Super Regional Tournament, COACH shall earn a supplemental payment for that season in the amount of \$10,000.

d. NCAA World Series: If the baseball team participates in the NCAA World Series, COACH shall earn a supplemental payment for that season in the amount of \$10,000. Should the team win the NCAA World Series, in addition to the \$10,000 participation supplement, COACH will also receive a \$15,000 champion supplement.

e. Season Ticket Sales: If 750 baseball season tickets or more are sold in a single season, COACH shall earn a supplemental payment for that season in the amount of \$5,000.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each baseball season under this provision is \$60,000. 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.

5.3 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 3.2. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

6.0 Camps and Clinics

6.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY, provided, however that COACH shall have first priority of use of said facilities if the facilities are available at the time COACH requests said use.

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions

set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

7.0 Shoe, Apparel, and/or Equipment Contracts

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

provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of baseball camps and/or baseball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st, the first such report not due until July 1, 2021, 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 Baseball Staff

COACH may make hiring decisions regarding assistant baseball coaches 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 baseball staff will be \$150,000, such staff consisting of two assistant coaches.

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 on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 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 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on the day of the final game, including post-season play, of the 2026 season. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

d. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person

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

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

f. 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

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

h. 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

i. 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

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

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

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

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

n. 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).

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

- If prior to the last game of the 2022 season, including post-season play, COACH

shall be liable to the FOUNDATION for liquidated damages in the amount of \$195,000, to be paid within two (2) weeks from the termination date; or

- If subsequent to the last game of the 2022 season, including post-season play, and prior to the last game of the 2023 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$170,000 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2023 season, including post-season play, and prior to the last game of the 2024 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$145,000 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2024 season, including post-season play, and prior to the last game of the 2025 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$120,000 to be paid within two (2) weeks of the date of termination; or
- If subsequent to the last game of the 2025 season, including post-season play, and prior to the last game of the 2026 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$95,000 to be paid within two (2) weeks of the date of termination.

11.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:

COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in

connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a “Known Violation” shall mean a violation or an allegation of a violation of Title IX and/or the University’s or the University of Louisiana System’s Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place. The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University’s Sexual Misconduct Policy; or
- (3) the University of Louisiana System’s Sexual Misconduct Policy.

12.0 Automatic Termination Upon Death or Disability of Coach

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

13.0 Termination – General Provisions

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

13.2 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.

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

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to 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.

14.0 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.

15.0 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:

Dr. Eric Wood
VP and Director of Athletics
Louisiana Tech University
1650 West Alabama
Louisiana Tech University
Ruston, LA 71272

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

AND

Bill Hogan, President
Louisiana Tech University
Foundation
P.O. Box 3183
Ruston, LA 71272

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

Thomas Lane Burroughs
199 Five Oaks
Choudrant, LA 71227

With copy to:
Patrick Strong & Russ Campbell
Balch Sports
PO Box 306
Birmingham, AL 35201

16.0 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

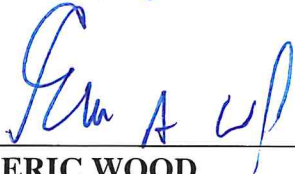
**CONTRACT OF EMPLOYMENT:
BASEBALL HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **LESLIE K. GUICE**
PRESIDENT


THOMAS LANE BURROUGHS
BASEBALL HEAD COACH


By: **DR. ERIC WOOD**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

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

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2021.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 26, 2021

Item H.5. 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 July 1, 2021.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2021 through March 31, 2026. During this period Coach will receive an annual base salary of \$130,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of \$370,000 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 after July 1, 2021 but prior to May 1, 2022, Coach shall be liable to the Foundation for liquidated damages in the amount of \$425,000.
- If prior to May 1, 2023, Coach shall be liable to the Foundation for liquidated damages in the amount of \$400,000.
- If prior to May 1, 2024, Coach shall be liable to the Foundation for liquidated damages in the amount of \$350,000.
- If prior to May 1, 2025, Coach shall be liable to the Foundation for liquidated damages in the amount of \$250,000.
- If prior to May 1, 2026, Coach shall be liable to the Foundation for liquidated damages in the amount of \$150,000.

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 July 1, 2021.*

**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 _____, 2021, 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 with an effective date of April 1, 2020, and approved by the Board of Supervisors of the University of Louisiana System on September 3, 2020 . 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 July 1, 2021, and ending on March 31, 2026. For purposes of this agreement, contract year one shall commence on July 1, 2021 and end March 31, 2022. Contract year two and each following contract year shall begin on April 1st and end on March 31st of the following calendar year.

2.2 This agreement is renewable solely upon an offer from UNIVERSITY and acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement does not grant COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at UNIVERSITY.

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$130,000 for the term of this agreement, payable on a monthly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of \$370,000 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 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to,

income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

9.2 COACH 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

10.1 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 \$475,400, such staff consisting of three assistant coaches and a basketball operations employee. Coach may also elect to allocate a portion of this amount to other basketball-related support staff. 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.

10.2 Beginning July 1, 2021, and each contract year thereafter, a pool of funds at the FOUNDATION in the amount of \$60,000 shall be made available to COACH to supplement the pay of Assistant Basketball 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.

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 after July 1, 2021 but prior to May 1, 2022, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$425,000, to be paid within two (2) weeks from the termination date;
- If prior to May 1, 2023, COACH shall be liable to the FOUNDATION for

liquidated damages in the amount of \$400,000 to be paid within two (2) weeks of the date of termination;

- If prior to May 1, 2024, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$350,000 to be paid within two (2) weeks of the date of termination;
- If prior to May 1, 2025, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$250,000 to be paid within two (2) weeks of the date of termination.
- If prior to May 1, 2026, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$150,000 to be paid within two (2) weeks of the date of termination.

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 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; and COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he/she shall at all times conduct himself/herself in a manner that

benefits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY. Violation of this provision in UNIVERSITY's reasonable judgment is just cause for termination.

11.5 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

11.6 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.

11.7 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.

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

11.9 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:

Dr. Eric Wood
Athletics Director
Louisiana Tech University
1650 West Alabama
Louisiana Tech University
Ruston, LA 71272

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

AND

Bill Hogan, President
Louisiana Tech University
Foundation
P.O. Box 3183
Ruston, LA 71272

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

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

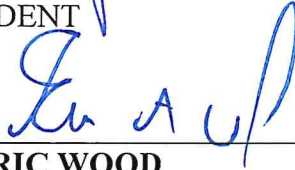
LOUISIANA TECH UNIVERSITY



By: **LESLIE K. GUICE**
PRESIDENT

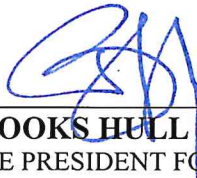


ERIC KONKOL
MEN'S BASKETBALL HEAD COACH



By: **DR. ERIC WOOD**
DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



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

**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 _____, 2021.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 26, 2021

- Item H.6.** Louisiana Tech University's request for approval of a contract with Mr. Pacifico David DeGuglielmo, Assistant Football Coach/Offensive Line Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective March 1, 2021.

EXECUTIVE SUMMARY

This agreement is for the period from March 1, 2021 through February 28, 2022. During this period, Coach will receive an annual base salary of \$90,000 from the University and \$40,000 from the Foundation for fundraising and public appearance services to the Foundation.

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.

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. Pacifico David DeGuglielmo, Assistant Football Coach/Offensive Line Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective March 1, 2021.*

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2021, and is retroactive to March 1, 2021, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **PACIFICO DAVID DEGUGLIELMO** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, 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, 2021, and ends February 28, 2022. 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") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

4.0 Base Salary

- 4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Ninety-thousand (\$90,000.00) payable in biweekly installments through UNIVERSITY payroll.
- 4.2. Beginning March 1, 2021, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Forty-thousand (\$40,000) payable in equal monthly installments of Three Thousand, Three Hundred, Thirty-Three dollars and Thirty-Three Cents (\$3,333.33) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION. For those same services, COACH will also be paid a one-time payment of \$20,000 from the Head Football Coach's Discretionary Account within 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, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment 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 1st 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 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by **ASSISTANT COACH** for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or

(3) the University of Louisiana System's Sexual Misconduct Policy.

10.0 Termination Without Cause

10.1. 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.

10.2. 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.

10.3. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, 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.

10.4. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, 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.

11.0 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 or FOUNDATION 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:

11.1. 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

11.2. 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

11.3. 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

11.4. 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

11.5. 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

11.6. 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

11.7. 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

11.8. 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

11.9. 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

11.10. 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.

11.11. 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.

11.12. 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).

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

11.14. 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).

12.0 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.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION 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.

13.2. 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.

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

13.4. 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.

14.0 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.

15.0 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:

Dr. Eric Wood
Vice President and
Director of Athletics
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:

PACIFICO DAVID DEGUGLIELMO

Ruston, LA 71270

16.0 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.

17.0 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.

18.0 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.

19.0 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.

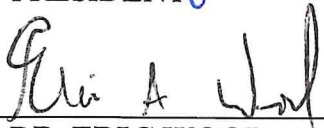
SIGNATURE PAGE TO FOLLOW

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

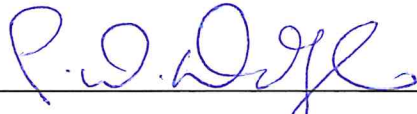
SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: **LESLIE K. GUICE**
PRESIDENT


By: **DR. ERIC WOOD**
VICE PRESIDENT AND
DIRECTOR OF ATHLETICS

PACIFICO DAVID DEGUGLIELMO


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 _____, 2021.

SECRETARY
BOARD OF SUPERVISORS

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

ATHLETIC CO/MMITTEE

August 26, 2021

Item H.7. Louisiana Tech University's request for approval of a contract with Mr. Josten Mack Crow, Assistant Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2021 through March 31, 2022. During this period, Coach will receive an annual base salary of \$120,200 from the University. Beginning July 1, 2021, the Foundation, through its athletic funds, shall pay Assistant Coach \$20,000 during the term of the contract for fundraising and public appearance services to the Foundation.

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, he 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 a contract with Mr. Josten Mack Crow, Assistant Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.*

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2021, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Les Guice, and **JOSTEN MACK CROW** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, 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 COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT MEN'S BASKETBALL 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 Basketball 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 **ASSISTANT MEN'S BASKETBALL 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 July 1, 2021, and ends March 31, 2022. This AGREEMENT shall be automatically renewable for a one-year term on April 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

4.0 Base Salary

- 4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One hundred, twenty thousand, two hundred dollars (\$120,200.00) payable in biweekly installments through UNIVERSITY payroll.
- 4.2. Beginning July 1, 2021, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Twenty-thousand (\$20,000) payable in equal monthly installments of One thousand, six hundred, sixty-six dollars and sixty-six cents (\$1,666.66) 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 Basketball game for personal use.

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. NCAA Tournament: If the basketball team reaches and participates in the NCAA Tournament, then ASSISTANT COACH shall be entitled to earn a supplemental payment in the amount of \$10,000, with the award of such payment in the Head Basketball Coach's and the Athletic Director's discretion.

b. NIT Tournament: If the basketball team reaches and participates in the NIT Tournament then ASSISTANT COACH shall be entitled to earn a supplemental payment in the amount of \$5,000, with the award of such payment in the Head Basketball Coach's and the Athletic Director's discretion.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Basketball Coach awarding the supplemental payment 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 1st 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 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or

(3) the University of Louisiana System's Sexual Misconduct Policy.

10.0 Termination Without Cause

10.1. 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.

10.2. 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 10. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, 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.

10.7. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, 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.

11.0 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 or FOUNDATION 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:

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Basketball 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 Basketball 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

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

11.3. 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

11.4. 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

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

11.6. 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

11.7. 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

11.8. 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

11.9. 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

11.10. 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.

11.11. 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.

11.12. 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).

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

11.14. 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).

12.0 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 Basketball Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Basketball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION 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.

13.2. 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.

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

13.4. 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.

14.0 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.

15.0 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:

Dr. Eric Wood
Vice President and
Director of Athletics
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

Brooks Hull
Louisiana Tech University
Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

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

JOSTEN MACK CROW

PO Box 261
RUSTON, LA 71273

16.0 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.

17.0 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.

18.0 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.

19.0 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 MEN'S BASKETBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY




By: **LESLIE K. GUICE**
PRESIDENT



By: **DR. ERIC WOOD**
VICE PRESIDENT AND
DIRECTOR OF ATHLETICS

JOSTEN MACK CROW



ASSISTANT 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 _____, 2021.

SECRETARY
BOARD OF SUPERVISORS

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

ATHLETIC CO/MMITTEE

August 26, 2021

Item H.8. Louisiana Tech University's request for approval of a contract with Mr. Desmond Lavaris Haymon, Assistant Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2021 through March 31, 2022. During this period, Coach will receive an annual base salary of \$120,200 from the University. Beginning July 1, 2021, the Foundation, through its athletic funds, shall pay Assistant Coach \$20,000 during the term of the contract for fundraising and public appearance services to the Foundation.

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, he 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 a contract with Mr. Desmond Lavaris Haymon, Assistant Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2021.*

**CONTRACT OF EMPLOYMENT:
ASSISTANT MEN’S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2021, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **DESMOND LAVARIS HAYMON** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, 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 COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT MEN’S BASKETBALL 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 Basketball 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 **ASSISTANT MEN'S BASKETBALL 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 July 1, 2021, and ends March 31, 2022. This AGREEMENT shall be automatically renewable for a one-year term on April 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

4.0 Base Salary

- 4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One hundred, twenty thousand, two hundred dollars (\$120,200.00) payable in biweekly installments through UNIVERSITY payroll.
- 4.2. Beginning July 1, 2021, FOUNDATION, through its athletic funds shall pay ASSISTANT COACH Twenty-thousand (\$20,000) payable in equal monthly installments of One thousand, six hundred, sixty-six dollars and sixty-six cents (\$1,666.66) 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 Basketball 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. NCAA Tournament: If the basketball team reaches and participates in the NCAA Tournament, then ASSISTANT COACH shall be entitled to earn a supplemental payment in the amount of \$10,000, with the award of such payment in the Head Basketball Coach's and the Athletic Director's discretion.

b. NIT Tournament: If the basketball team reaches and participates in the NIT Tournament then ASSISTANT COACH shall be entitled to earn a supplemental payment in the amount of \$5,000, with the award of such payment in the Head Basketball Coach's and the Athletic Director's discretion.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Basketball Coach awarding the supplemental payment 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 1st 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 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by ASSISTANT COACH for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

10.0 Termination Without Cause

10.1. 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.

10.2. 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 10. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, 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.

10.8. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, 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.

11.0 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 or FOUNDATION 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:

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Basketball 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 Basketball 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

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

11.3. 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

11.4. 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

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

11.6. 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

11.7. 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

11.8. 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

11.9. 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

11.10. 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.

11.11. 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.

11.12. 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).

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

11.14. 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).

12.0 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 Basketball Coach with concurrence of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Basketball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY or FOUNDATION 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.

13.2. 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.

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

13.4. 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.

14.0 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.

15.0 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:

Dr. Eric Wood
Vice President and
Director of Athletics
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

Brooks Hull
Louisiana Tech University
Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

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

DESMOND LAVARIS HAYMON

311 Forest Creek Drive

Ruston, LA 71270

16.0 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.

17.0 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.

18.0 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.

19.0 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

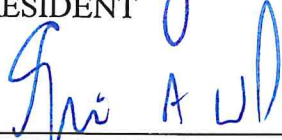
**CONTRACT OF EMPLOYMENT:
ASSISTANT MEN'S BASKETBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



By: **LESLIE K. GUICE**
PRESIDENT



By: **DR. ERIC WOOD**
VICE PRESIDENT AND
DIRECTOR OF ATHLETICS

DESMOND LAVARIS HAYMON



ASSISTANT 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 _____, 2021.

SECRETARY
BOARD OF SUPERVISORS