

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.1. **Grambling State University's** request for approval of a contract with Mr. Davin C. Pierre, Head Baseball Coach, effective September 19, 2022.

EXECUTIVE SUMMARY

Under this agreement, through May 31, 2025, Coach will earn \$70,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year. Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

NCAA National Coach of the Year	\$5,000
NCAA National Championship	\$10,000
NCAA Regionals Win (NCAA Tournament)	\$2,500
SWAC Tournament	\$5,000
SWAC Coach of the Year	\$2,500
SWAC Conference Title (Win or Tie/SWAC Regular Season)	\$2,500
SWAC Western Division Championship (Outright divisional championship only)	\$2,000
Wins versus Top 25 opponents (Must be ranked at time of win)	\$2,000
Prior Year's APR over 940	\$2,000

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed. If the University terminates after June 30, 2023, Coach shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a baseball coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year 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 Grambling State University's request for approval of a contract with Mr. Davin C. Pierre, Head Baseball Coach, effective September 19, 2022.*



E.1.

Office of the President

October 4, 2022

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

**SUBJECT: REQUEST FOR APPROVAL OF CONTRACT WITH MR. DAVIN
C. PIERRE, HEAD BASEBALL COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Mr. Davin C. Pierre, Head Baseball Coach, effective September 19, 2022.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD
President



CONTRACT OF EMPLOYMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 19th day of September 2022, between Grambling State University and through its President, Richard J. Gallot, Jr. and Davin C. Pierre (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 approval is provided by the Board.

1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head baseball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to baseball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH 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 commencing on the 19th day of September, 2022, and terminating without further notice to COACH on the 31st day of May 2025, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about June 30, 2024.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the Board. This agreement in no way grants COACH a claim to tenure in

employment or at Grambling State University.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of SEVENTY THOUSAND DOLLARS (\$70,000.00) per year for the term of this agreement, payable on a monthly basis.
- 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 10.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 NCAA National Coach of the Year	\$ 5,000.00
3.4.2 NCAA National Champions	\$10,000.00
3.4.3 NCAA Regionals Win (NCAA Tournament	\$ 2,500.00
3.4.4 SWAC Tournament	\$ 5,000.00
3.4.5 SWAC Coach of the Year	\$ 2,500.00
3.4.6 SWAC Conference Title Win or Tie / SWAC Regular Season	\$ 2,500.00
3.4.7 SWAC Western Division Championship *Outright divisional championship only*	\$ 2,000.00
3.4.8 Wins versus Top 25 opponents *Must be ranked at time of win*	\$ 2,000.00
3.4.9 Prior Year's APR over 940	\$ 2,000.00

- 3.5 COACH shall be entitled to a monthly cell phone stipend in the amount of \$75.

4.0 Camps and Clinics

- 4.1 The Head Coach may operate baseball camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after

the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Hitting Camp; and/or Pitching Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal operational cost of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long as he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a baseball camp unrelated to the University upon his termination from University employment.

- 4.2 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 hereafter stated.
- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - i. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - c) The COACH agrees to protect, indemnify, and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
 - d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff

to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

5.0 Employee Benefits

- 5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

6.0 Outside Income- Subject to Compliance with Board Rules

- 6.1 The 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. Subject to Section 4.0 above, 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.
- 6.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 10.2.2).

7.0 Apparel, Equipment Endorsements

- 7.1 During the Term COACH acknowledges that he is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.

8.0 Compliance with NCAA, Conference and University Rules

- 8.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1) and as described in Section 10.6 hereof.
- 8.2 COACH 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 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.

- 8.3 COACH and University acknowledge and agree that (1) Employee 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 Baseball Staff

- 9.1 COACH shall have the authority to select unclassified baseball personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of baseball games and related activities, as long as such schedules are approved by the VP of Athletics 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 COACH, University will obtain approval from the President of the University of Louisiana System.
- 10.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2023. COACH shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 10.3 In the event COACH terminates the Contract without cause to become a baseball coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a baseball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 10.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH 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, including any reporting obligations under Title IX (as referenced in Section 10.6) or procedures; COACH'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 COACH 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 COACH 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, COACH 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 COACH 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.
- 10.6 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the University's 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 or Power Based Violence that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

Davin C. Pierre
Head Baseball Coach
Grambling State University

Richard J. Gallot, Jr., JD
President
Grambling State University

Dr. Trayvean Scott, Ph.D.
Vice President of Intercollegiate Athletics
Grambling State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2022.

PRESIDENT-BOARD OF SUPERVISORS

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.2. **Grambling State University's** request for approval of a contract with Mr. Lamonte P. Vaughn, Jr., Head Men's and Women's Track and Field Coach, effective September 6, 2022.

EXECUTIVE SUMMARY

Under this agreement, through May 31, 2025, Coach will earn \$68,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental compensation paid to the Coach through the University's normal payroll process. All incentive compensation will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year. Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

NCAA National Coach of the Year	\$5,000
NCAA National Championship	\$10,000
SWAC Coach of the Year	\$1,500
SWAC Overall Championship (Win or Tie/SWAC Regular Season - Indoor/Outdoor)	\$2,000
Prior Year's APR over 940	\$1,500

In the event that Coach is terminated without cause, the first two years of this agreement shall be guaranteed. If the University terminates after June 30, 2023, Coach shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.

In the event Coach terminates the contract without cause to become a track and field coach, then Coach would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year 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 Grambling State University's request for approval of a contract with Mr. Lamonte P. Vaughn, Jr., Head Men's and Women's Track and Field Coach, effective September 6, 2022.*



E.2.

Office of the President

October 4, 2022

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

**SUBJECT: REQUEST FOR APPROVAL OF CONTRACT WITH MR.
LAMONTE P. VAUGHN, JR., HEAD MEN AND WOMEN TRACK &
FIELD COACH**

Grambling State University (GSU) respectfully requests approval of a contract with Mr. LaMonte P. Vaughn, Jr., Head Men and Women Track & Field Coach, effective September 6, 2022.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

Richard J. Gallot, Jr., JD
President



CONTRACT OF EMPLOYMENT
HEAD M/W TRACK & FIELD
COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this **6th** day of **September 2022**, between Grambling State University and through its President, Richard J. Gallot, Jr. and **Lamonte P. Vaughn, Jr.** (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 approval is provided by the Board.

1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head track & field coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to track & field which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH 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 commencing on the **6th** day of **September, 2022**, and terminating without further notice to COACH on the 31st day of May 2025, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a 1 year extension, 15 days after year two concludes on or about June 30, 2024.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the first three years of the agreement.
- 2.4 The extension or renewal of this agreement by the University and an acceptance by COACH, must be in writing and signed by the parties as well as approved by the Board. This agreement in no way grants COACH a claim to tenure in employment or at Grambling State University.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary of SIXTY-EIGHT THOUSAND DOLLARS (\$68,000.00) per year for the term of this agreement, payable on a monthly basis.
- 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 10.
- 3.3 Coach will be entitled to supplemental compensation as an incentive. All incentive compensation will be paid by GSU from available auxiliary funds prior to February 28 of the respective contract year.
- 3.4 Coach will be entitled to supplemental compensation for achieving the following benchmarks/goals.

	<u>Coach</u>
3.4.1 NCAA National Coach of the Year	\$ 5,000.00
3.4.2 NCAA National Champions hip	\$10,000.00
3.4.3 SWAC Coach of the Year	\$ 1,500.00
3.4.4 SWAC Overall Championship Win or Tie / SWAC Regular Season (Indoor/Outdoor)	\$ 2,000.00
3.4.5 Prior Year's APR over 940	\$ 1,500.00

- 3.5 COACH shall be entitled to a monthly cell phone stipend in the amount of \$75.

4.0 Camps and Clinics

- 4.1 The Head Coach may operate track & field camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Sprint Camp; and/or Throws Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, and in no event shall the University receive less than normal operational cost of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long as he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling

Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a track & field camp unrelated to the University upon his termination from University employment.

4.2 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 hereafter stated.

- a) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - i. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - ii. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- c) The COACH agrees to protect, indemnify, and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- d) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- e) The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

5.0 Employee Benefits

5.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

6.0 Outside Income- Subject to Compliance with Board Rules

6.1 The 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. Subject to Section 4.0

above, COACH shall be entitled to retain revenue generated from his operation of track & field camps and/or track & field 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 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

7.0 Apparel, Equipment Endorsements

- 7.1 During the Term COACH acknowledges that he is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules.

8.0 Compliance with NCAA, Conference and University Rules

- 8.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1) and as described in Section 10.6 hereof.
- 8.2 COACH 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 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.
- 8.3 COACH and University acknowledge and agree that (1) Employee 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 Track & field Staff

- 9.1 COACH shall have the authority to select unclassified track & field personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall be responsible to set and oversee the schedule of track & field games and related activities, as long as such schedules are approved by the VP of Athletics 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 COACH, University will obtain approval from the President of the University of Louisiana System.
- 10.2 If without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2023. COACH shall be paid his full base salary earned for the remainder of the current fiscal year of the contract in a lump sum as an accounts payable.
- 10.3 In the event COACH terminates the Contract without cause to become a track & field coach, then, COACH would be liable to the University for liquidated damages of 50% of the base salary that he would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a track & field coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 10.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH 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, including any reporting obligations under Title IX (as referenced in Section 10.6) or procedures; COACH'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 COACH 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 COACH 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, COACH 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 COACH 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.
- 10.6 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any known violations of the University's 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 or Power Based Violence that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

GRAMBLING STATE UNIVERSITY

Lamonte P. Vaughn, Jr.
Head M/W Track & Field Coach

Richard J. Gallot, Jr., JD, President

Dr. Trayvean Scott, Ph.D.
Vice President of Intercollegiate Athletics

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2022.

PRESIDENT-BOARD OF SUPERVISORS

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.3. Louisiana Tech University's request for approval of a contract with Mr. Brian Johnson, Director of Men's and Women's Track and Field/Cross Country, between Louisiana Tech University and Louisiana Tech University Foundation, effective June 13, 2022.

EXECUTIVE SUMMARY

This agreement is for the period from June 13, 2022 through June 30, 2027. Coach will receive the following annualized salary amounts from the University in each of the following contract years:

Contract Year 1: June 13, 2022 to June 30, 2023: \$85,000
Contract Year 2: July 1, 2023 to June 30, 2024: \$90,000
Contract Year 3: July 1, 2024 to June 30, 2025: \$95,000
Contract Year 4: July 1, 2025 to June 30, 2026: \$95,000
Contract Year 5: July 1, 2026 to June 30, 2027: \$100,000

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

Conference Individual Championship (M/W Cross Country)	\$1,000
Conference Individual or Relay Championship (M/W Track)	\$1,000
Conference Team Championship (M/W Cross Country)	\$5,000
Conference Team Championship (M/W Track)	\$5,000
Conference Coach of the Year	\$5,000
NCAA Regional Top 12 Finisher (M/W Cross Country)	\$500
NCAA Regional Individual or Relay Top 12 Finish (M/W Track)	\$500
NCAA National Individual Qualifiers (M/W Cross Country)	\$1,000
NCAA National Individual or Relay Qualifiers (M/W Track)	\$1,000
NCAA Individual Championship (M/W Cross Country)	\$5,000
NCAA Individual or Relay Championship (M/W Track)	\$5,000
NCAA Team Championship (M/W Cross Country or Track)	\$20,000*
Women's XC Academic Progress Rate = 1,000 (single year)	\$500
Men's XC Academic Progress Rate = 1,000 (single year)	\$500
Women's Track Academic Progress Rate TF >= 985 (single year)	\$1,000
Men's Track Academic Progress Rate TF >= 985 (single year)	\$1,000

*Will also trigger a one-year contract extension at \$100,000 annual salary.

If the University should terminate the contract without cause, as liquidated damages and not as a penalty, Coach shall be paid 100% of all remaining unpaid base salary for Contract Years 1 and 2, and 75% of all unpaid base salary for Contract Years 3 through 5. This payment shall be without obligation to mitigate University's damages but will be subject to full mitigation if the termination without cause occurs on or after the commencement of Contract Year 3. This amount shall be payable by the Foundation solely through its athletic funds.

Should Coach terminate this contract without cause prior to the expiration date in order to accept employment as a Track and Field Coach or similar position at another NCAA program, Coach shall be liable to the Foundation for 50% of the remaining amount of the contract. This payment will be due to the Foundation within 60 days of the date of termination.

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. Brian Johnson, Director of Men's and Women's Track and Field/Cross Country, between Louisiana Tech University and Louisiana Tech University Foundation, effective June 13, 2022.*



E.3.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Brian Johnson, Director of Men's and Women's Track and Field/Cross Country, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is June 13, 2022, and ending on June 30, 2027.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Director Johnson, the Louisiana Tech University Foundation, and Director Johnson's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
DIRECTOR OF MEN’S AND WOMEN’S TRACK AND FIELD/CROSS COUNTRY**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) through its President, Dr. Leslie K. Guice, and Brian Johnson (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University, 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 DIRECTOR OF MEN’S AND WOMEN’S TRACK AND
FIELD/CROSS COUNTRY**

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as Director of Men’s and Women’s Track and Field/Cross Country and COACH does hereby accept employment and agrees to perform all of the services pertaining to the 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 and women's track and field/cross country 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 I track and field/cross country 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 on June 13, 2022, and ending on June 30, 2027. For purposes of this agreement, contract year one shall commence on June 13, 2022, and end on June 30, 2023. Contract year two and each following contract year shall begin on July 1st and end on June 30th 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 the following amounts:

Contract Year 1: \$85,000

Contract Year 2: \$90,000

Contract Year 3: \$95,000

Contract Year 4: \$95,000

Contract Year 5: \$100,000

3.2 FOUNDATION shall pay a buyout of \$10,000 to the University of New Orleans within 60 days of his official date of separation from employment at that institution.

3.3 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:

Conference Individual Championship (M/W Cross Country)	\$1,000
Conference Individual or Relay Championship (M/W Track)	\$1,000
Conference Team Championship (M/W Cross Country)	\$5,000
Conference Team Championship (M/W Track)	\$5,000
Conference Coach of the Year	\$5,000
NCAA Regional Top 12 Finisher (M/W Cross Country)	\$500
NCAA Regional Individual or Relay Top 12 Finish (M/W Track)	\$500
NCAA National Individual Qualifiers (M/W Cross Country)	\$1,000
NCAA National Individual or Relay Qualifiers (M/W Track)	\$1,000
NCAA Individual Championship (M/W Cross Country)	\$5,000
NCAA Individual or Relay Championship (M/W Track)	\$5,000
NCAA Team Championship (M/W Cross Country or Track)	\$20,000*
Women's XC Academic Progress Rate = 1,000 (single year)	\$500
Men's XC Academic Progress Rate = 1,000 (single year)	\$500
Women's Track Academic Progress Rate TF >= 985 (single year)	\$1,000
Men's Track Academic Progress Rate TF >= 985 (single year)	\$1,000

* Will also trigger a one year contract extension at \$100,000 annual salary.

5.2 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 track and field/cross country camps and/or track and field/cross country 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 Operating Bylaw 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 NCAA Operating 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 NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Operating Bylaw 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 Track and Field/Cross Country Staff

10.1 COACH may make hiring decisions regarding assistant coaches and track and field/cross country operations staff in his sole discretion subject to approval of the Director of Athletics and approval by the BOARD. The UNIVERSITY annual salary pool for track and field/cross country assistant coaches and operations staff will be \$130,000 FTE salary.

11.0 Termination

11.1 If the UNIVERSITY should terminate the Contract without Cause, as liquidated damages and not as a penalty, COACH shall be paid 100% of all remaining unpaid base salary for contract years 1 and 2, and 75% of all unpaid base salary for contract years 3 through 5. This payment shall be without obligation to mitigate University's damages but will be subject to full mitigation if the termination without Cause occurs on or after the commencement of Contract Year 3.

If COACH should obtain new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics 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. This paragraph only applies if the termination takes place after the commencement of Contract Year 3.

11.2 Should COACH terminate this contract without cause prior to the expiration date in order to accept employment as a Track and Field Coach or similar position at another NCAA program, COACH shall be liable to the Foundation 50% of the remaining amount of the contract. This payment will be due to the Foundation within 60 days of the date of termination.

11.3 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on June 30, 2027. 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 NCAA Division 1 track and field/cross country head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a NCAA Division 1 track and field/cross country 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, policies, or regulations of the NCAA, Conference, Athletics Department, or University (“Rules and 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 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 Director of Athletics any serious 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 of a criminal statute or regulation, excluding minor traffic violations or other minor 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).

11.4 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 befits 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 paragraph 3.1 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

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 A. Wood
Director of Athletics
Louisiana Tech University
1650 West Alabama
Louisiana Tech University
Ruston, LA 71272

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

AND

Brooks Hull, CEO
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 the address which he has on file with the university.

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 all parties.

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
DIRECTOR OF MEN'S AND WOMEN'S TRACK AND FIELD/CROSS COUNTRY**

SIGNATURE PAGE

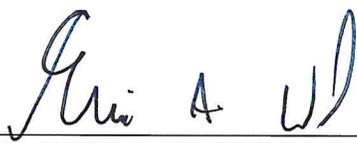
LOUISIANA TECH UNIVERSITY



By: **LESLIE K. GUICE**
PRESIDENT



BRIAN JOHNSON
DIRECTOR OF MEN'S AND WOMEN'S
TRACK AND FIELD/CROSS COUNTRY



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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
DIRECTOR OF MEN'S AND WOMEN'S TRACK AND FIELD/CROSS COUNTRY**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President

University of Louisiana System

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.4. Louisiana Tech University’s request for approval of a contract with Ms. Brooke Stoehr, Head Women’s Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2022.

EXECUTIVE SUMMARY

This agreement is for the period from July 1, 2022 through the final game of the 2025-26 women’s basketball season, including post-season play. During this period Coach will receive an annual base salary of \$175,000 from the University. The Louisiana Tech University Foundation shall pay Coach the sum of \$71,000 annually, to be made in equal monthly payments during the period of this agreement for her role in the Louisiana Tech Radio Network and her role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Women’s Basketball.

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

Conference Tournament OR Regular Season Champion	\$20,000*
WNIT Participation	\$5,000
WNIT Championship Game Participation	\$10,000
NCAA Tournament Appearance	\$10,000
“First Four” NCAA Tournament Win	\$5,000
1 st Round NCAA Tournament Win	\$10,000
2 nd Round NCAA Tournament Win	\$10,000
“Sweet 16” NCAA Tournament Win	\$10,000
“Elite 8” NCAA Tournament Win	\$10,000
NCAA National Runner-Up	\$10,000
NCAA National Championship	\$50,000
Conference Coach of the Year (See 5.2)	\$5,000
National Coach of the Year (See 5.2)	\$10,000
Single Year APR > National Public Average	\$2,500

*\$20,000 is the maximum between the two achievements.

If Coach is terminated without cause during the term of the contract, as liquidated damages, the Foundation shall pay Coach both the base annual salary and annual Foundation payments set forth in Sections 3.1 and 3.2 herein for the remainder of the term of the contract. This amount shall be payable by the Foundation solely through its athletic funds.

In the event Coach terminates the contract without cause to accept another position as a women's basketball coach or similar position, she will be liable to the Foundation for one of the following amounts:

- Prior to the final game of the 2022-23 season, including post-season: \$250,000
- Prior to the final game of the 2023-24 season, including post-season: \$200,000
- Prior to the final game of the 2024-25 season, including post-season: \$150,000
- Prior to the final game of the 2025-26 season, including post-season, the lesser of \$100,000 or combined amount remaining of both her state and foundation salary.

The University and the Louisiana Tech University Foundation signed this joint agreement with Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Ms. Brooke Stoehr, Head Women's Basketball Coach, between Louisiana Tech University and Louisiana Tech University Foundation, effective July 1, 2022.*



E.4.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

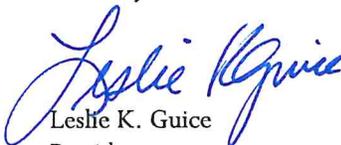
Enclosed for your review is a Contract of Employment between Brooke Stoehr, Head Coach, Women's Basketball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is July 1, 2022, and ends on the day of the final game of the 2025-2026 season.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Head Coach Stoehr, the Louisiana Tech University Foundation, and Head Coach Stoehr's attorney.

Thank you for your attention to this matter.

Sincerely,


Leslie K. Guice
President

enclosures

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) through its President, Dr. Leslie K. Guice, and Brooke Stoehr (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the BOARD. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF WOMEN’S BASKETBALL HEAD COACH

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S

Director of Athletics and shall confer with the Director of Athletics or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of the UNIVERSITY President.

1.3 COACH shall supervise and manage the women's basketball team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1 women'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, 2022, and ending on the day of the final game of the 2025-2026 season, including post-season play, unless extended under the terms of this Agreement.

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.

2.4 The parties agree to review the terms and conditions of this Agreement by no later than May 1, 2024.

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 \$175,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 FOUNDATION through its athletic funds shall pay COACH the sum of \$71,000 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 Women's Basketball.

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

3.4 Payment 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 Women's Basketball. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such

approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach’s shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

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 annual cumulative supplemental payments:

Conference Tournament OR Regular Season Champion	\$20,000*
WNIT Participation	\$5,000
WNIT Championship Game Participation	\$10,000
NCAA Tournament Appearance	\$10,000
“First Four” NCAA Tournament Win	\$5,000
1 st Round NCAA Tournament Win	\$10,000
2 nd Round NCAA Tournament Win	\$10,000
“Sweet 16” NCAA Tournament Win	\$10,000
“Elite 8” NCAA Tournament Win	\$10,000
NCAA National Runner-Up	\$10,000
NCAA National Championship	\$50,000
Conference Coach of the Year (See 5.2)	\$5,000
National Coach of the Year (See 5.2)	\$10,000
Single Year APR > National Public Average	\$2,500

* \$20,000 is the maximum between the two achievements.

5.2 Conference Coach of the Year shall be defined as the official Conference Coach of the Year award presented by the conference and voted on by the conference's coaches and/or media members. National Coach of the Year shall be defined as any of the following four widely recognized national awards given by their presenting organizations: AP Coach of the Year (Associated Press), Naismith Coach of the Year (Atlanta Tipoff Club), USBWA (United States Basketball Writers Association), and the WBCA Coach of the Year (Women's Basketball Coaches Association). COACH shall receive no more than one payment per season of \$10,000 for National Coach of the Year regardless of how many of the preceding organizations may recognize her.

5.3 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

herself in her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs, including reasonable attorney's fees, arising out of or in any way connected with any claim or action, with the exclusion of negligence by the UNIVERSITY, 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 her capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to

COACH and her team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 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 such activities, including her operation of basketball camps and/or basketball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

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 Operating Bylaw 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 NCAA Operating Bylaw 19.2.3). If COACH is found in violation of one or more NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (See also NCAA Operating Bylaw 11.2.1) subject to the terms of Section 11.3 of this Agreement. 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 subject to the terms of Section 11.3 of this Agreement.

9.2 COACH represents and warrants that she is not the subject of a current NCAA investigation, and/or to the best of her 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 Women's Basketball Staff

10.1 COACH may make hiring decisions regarding assistant basketball coaches and

basketball operations staff in her sole discretion subject to approval of the Director of Athletics and approval by the BOARD. The UNIVERSITY annual salary pool for the women's basketball assistant coaches and operations staff will be \$305,000 FTE salary. Beginning July 1, 2022 a supplement pool of \$15,000 shall be available in the Foundation for additional assistant coach salaries. Prior to May 1 of each future contract year it will be determined whether donor funds are available for such a pool in the succeeding year. If some or all of the \$15,000 is determined to not be available, COACH may make up the difference out of women's basketball guarantee games the following season. Since this would be State salary and not Foundation salary, guarantee games will have to generate 150% of the total salary payable to cover the entire cost of the position.

10.2. As performance incentives for three assistant coaches and one basketball operations employee, COACH shall be authorized to guarantee supplemental incentives of \$10,000 each if the women's basketball team reaches the NCAA tournament; COACH shall be authorized to guarantee supplemental incentives of \$5,000 each if the women's basketball team reaches the NIT Tournament. These supplemental incentives shall be paid solely from the athletic funds held by the Louisiana Tech Foundation.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH both the base annual salary and annual FOUNDATION payments set forth in Section 3.1 and 3.2 herein for the remainder of the term of the contract. This amount shall be payable by the FOUNDATION solely through its athletic funds and on a monthly basis.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate her damages.

COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with her qualifications and experience in a collegiate or professional basketball coaching position, 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 received or guaranteed payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including but not limited to a contract of employment, employment at-will, or employment as an independent contractor.

11.2 In the event COACH terminates the contract without cause to accept another position as a women's basketball coach or similar position, she will be liable to the FOUNDATION for one of the following amounts:

- If prior to the final game of the 2022-2023 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$250,000, to be paid within sixty (60) days from the termination;
- If prior to the final game of the 2023-2024 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$200,000, to be paid within sixty (60) days from the termination date;
- If prior to the final game of the 2024-2025 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of \$150,000 to be paid within sixty (60) days of the date of termination;
- If prior to the final game of the 2025-2026 season, including post-season play, COACH shall be liable to the FOUNDATION for liquidated damages the lesser

of \$100,000 or the portion of remaining base annual salary in Section 3.1 and Foundation compensation in section 3.2 due to COACH pursuant to this contract from the termination date until the final game of the 2025-2026 season, not including post-season play, to be paid within two sixty (60) days of the date of termination.

11.3 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 of the 2025-2026 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. 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 NCAA Division 1 women's basketball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a NCAA Division 1 women's basketball head coach, COACH's unwillingness to perform such required material duties to the best of her ability, or any other material breach of this Agreement ;
or

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 Level I or Level II violation or a pattern of secondary violations, whether intentional or negligent, by COACH of any rules, policies, or regulations of the NCAA ("NCAA Rules"), which results in UNIVERSITY being investigated that results in a finding by the NCAA of a Level

I or II violation, placed on probation or otherwise sanctioned by the NCAA.

d. A serious or major violation or a pattern of violations, whether intentional or negligent, by COACH of any rules, policies, or regulations of the Conference, Athletics Department, or University (“Rules and Regulations”), which violation reflects adversely upon UNIVERSITY or its athletics program, including, any violation which results in UNIVERSITY being investigated that results in a finding by the NCAA of a Level I or II violation, placed on probation or otherwise sanctioned by the Conference; or

e. A Level I or Level II violation or a pattern of secondary violations of NCAA Rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH’s supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of her normal duties and COACH fails to report such violation, and which reflects adversely upon UNIVERSITY or its athletics program; or

f. Failure by COACH to report immediately to the Director of Athletics any violations of NCAA Rules or Rules and Regulations known by COACH; or

g. Failure or refusal 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, provided that COACH will have an opportunity to consult with an attorney of her choosing and at her cost prior to providing such documents and information, 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

h. 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

i. 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

j. 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 and 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 and 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

k. 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

l. 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

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

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

o. 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).

11.4 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, she shall conduct herself in a manner that befits a University official and shall attempt to create goodwill and a good image for the UNIVERSITY.

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, Performance Incentives under Section 5.0, and any incurred but unreimbursed allowable expenses.) 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 both the base annual salary and annual FOUNDATION payments set forth in Section 3.1 and 3.2 herein 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, with the exception of COACH being entitled to any Performance Incentives under Section 5.0 that have

been earned but unpaid and any incurred but unreimbursed allowable expenses.

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 A. Wood
Director of Athletics
Louisiana Tech University
1650 West Alabama
Louisiana Tech University
Ruston, LA 71272

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

AND

Brooks Hull, CEO
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 the address which he has on file with the university with copy to:

Brian D. Stanchak
The BDS Agency
P.O. Box 422
Mountain Top, PA 18707

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 all parties.

SIGNATURE PAGE TO FOLLOW

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

SIGNATURE PAGE

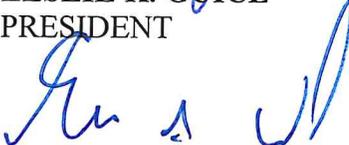
LOUISIANA TECH UNIVERSITY



By: **LESLIE K. GUICE**
PRESIDENT



BROOKE STOEHR
WOMEN'S BASKETBALL HEAD COACH



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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
WOMEN'S BASKETBALL HEAD COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.5. Louisiana Tech University's request for approval of contracts for two Assistant Baseball Coaches, between Louisiana Tech University and Louisiana Tech University Foundation.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Assistant Baseball Coaches' contracts:

- **Mr. Cooper Fouts** - Under the proposed agreement from July 1, 2022 through June 30, 2023, Assistant Coach's annual salary is \$65,000 payable in bi-weekly installments. The Foundation shall pay Assistant Coach an annual supplement of \$30,700 payable in monthly installments for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Mr. Mitch Gaspard** - Under the proposed agreement from July 1, 2022 through June 30, 2023, Assistant Coach's annual salary is \$85,000 payable in bi-weekly installments. The Foundation shall pay Assistant Coach an annual supplement of \$5,000 payable in monthly installments for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.

Should the University terminate the contract 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. This amount shall be payable by the Foundation solely through its athletic funds.

The University and the Louisiana Tech University Foundation signed this joint agreement with Coach.

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 contracts for Mr. Cooper Fouts and Mr. Mitch Gaspard, Assistant Baseball Coaches, between Louisiana Tech University and Louisiana Tech University Foundation.*



E.5.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Cooper Fouts, Assistant Coach, Baseball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is July 1, 2022, and ends on June 30, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Fouts, the Louisiana Tech University Foundation, and Assistant Coach Fouts' attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 26 day of September, 2022, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **COOPER FOUTS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT BASEBALL 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 Baseball 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 of 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 she 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSISTANT BASEBALL 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, 2022, and ends June 30, 2023. This AGREEMENT shall be automatically renewable for a one-year term on July 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 sixty five thousand dollars (\$65,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2. FOUNDATION, through its athletic funds shall pay ASSISTANT COACH thirty thousand and seven hundred dollars (\$30,700.00) 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 Baseball game for personal use.

6.0 Outside Income

6.1. 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.

6.2. 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.

6.3. 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1. 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, or UNIVERSITY regulations.

7.2. 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 herself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for UNIVERSITY.

7.3. 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.

8.0 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.

9.0 Termination Without Cause

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

Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. 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 any federal or state constitutions, laws, regulations, or other provision of law.

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

9.4. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment.

Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

10.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY 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:

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

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation

which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

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

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

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

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

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

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

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

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

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

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

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

11.0 Automatic Termination Upon Death or Disability of Coach

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

12.0 Termination – General Provisions

12.1. 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.

12.2. In the event any dispute arises between the parties concerning this AGREEMENT, the party alleging a breach by the other must give written notice to the other detailing the alleged

dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this AGREEMENT, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

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

12.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.0 Invalid Provisions

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

14.0 Notice Provision

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

Unless hereinafter changed by written notice to ASSISTANT COACH, any notice to the

UNIVERSITY shall be sent to:

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

With copy to:
Justin Kavalir
General 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 their address on file with the university.

15.0 Merger Clause/No Oral Modification

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

16.0 Sole Remedy

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for

direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

17.0 Governing Law

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

18.0 Agreement Freely and Voluntarily Entered Into

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

SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

SIGNATURE PAGE

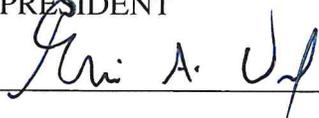
LOUISIANA TECH UNIVERSITY



By: DR. LESLIE K. GUICE
PRESIDENT



By: COOPER FOUTS
ASSISTANT BASEBALL COACH



By: DR. ERIC A. WOOD
DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: BROOKS HULL
CHIEF EXECUTIVE OFFICER

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

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Mitch Gaspard, Assistant Coach, Baseball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is July 1, 2022, and ends on June 30, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Gaspard, the Louisiana Tech University Foundation, and Assistant Coach Gaspard's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **MITCH GASPARD** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

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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 of 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.

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7.3. 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.

8.0 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.

9.0 Termination Without Cause

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

Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2. 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 any federal or state constitutions, laws, regulations, or other provision of law.

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

9.4. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment.

Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

10.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY 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:

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

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

10.3. A serious or major violation or a pattern of violations, whether intentional or negligent, by ASSISTANT COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation

which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference; or

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

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

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

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

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

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

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

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

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

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

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

11.0 Automatic Termination Upon Death or Disability of Coach

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

12.0 Termination – General Provisions

12.1. 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.

12.2. In the event any dispute arises between the parties concerning this AGREEMENT, the party alleging a breach by the other must give written notice to the other detailing the alleged

dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this AGREEMENT, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

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

12.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.0 Invalid Provisions

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

14.0 Notice Provision

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

Unless hereinafter changed by written notice to ASSISTANT COACH, any notice to the

UNIVERSITY shall be sent to:

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

With copy to:
Justin Kavalir
General 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 their address on file with the university.

15.0 Merger Clause/No Oral Modification

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

16.0 Sole Remedy

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for

direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

17.0 Governing Law

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

18.0 Agreement Freely and Voluntarily Entered Into

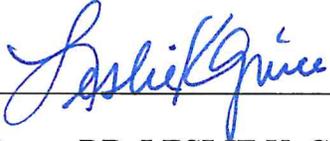
This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound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

SIGNATURE PAGE TO FOLLOW

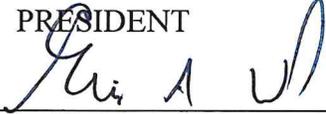
**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



By: **DR. LESLIE K. GUICE**
PRESIDENT



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



By: **MITCH GASPARD**
ASSISTANT BASEBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

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

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.6. **Louisiana Tech University's** request for approval of contracts for three Assistant Women's Basketball Coaches, between Louisiana Tech University and Louisiana Tech University Foundation.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Assistant Women's Basketball Coaches' contracts:

- **Mr. Scott Stoehr** - Under the proposed agreement from July 1, 2022 through April 30, 2023, Assistant Coach's annual salary is \$76,795 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$13,500 payable in monthly installments for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Ms. Nitra Perry** - Under the proposed agreement from July 1, 2022 through April 30, 2023, Assistant Coach's annual salary is \$100,000 payable in bi-weekly installments.
- **Mr. Pierre Miller** - Under the proposed agreement from July 1, 2022 through April 30, 2023, Assistant Coach's annual salary is \$80,000 payable in bi-weekly installments.

Should the University terminate the contract 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/she completed the current term. This amount shall be payable by the Foundation solely through its athletic funds.

Should Assistant Coach terminate this contract prior to the first game of the 2022-23 women's basketball season, he/she shall owe to the Foundation (10%) of Assistant Coach's Base Salary with Base Salary calculated as the sum of the amounts in Section 4.0. This provision is excluded from Mr. Scott Stoehr's contract given that he is not new to the University.

The University and the Louisiana Tech University Foundation signed this joint agreement with Coach.

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 contracts with Mr. Scott Stoehr, Ms. Nitra Perry, and Mr. Pierre Miller, Assistant Women's Basketball Coaches, between Louisiana Tech University and Louisiana Tech University Foundation.*



E.6.

LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Scott Stoehr, Assistant Coach, Women's Basketball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is July 1, 2022, and ends on April 30, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Stoehr, the Louisiana Tech University Foundation, and Assistant Coach Stoehr's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Les Guice, and **SCOTT STOEHR** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT WOMEN'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 of 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 she 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSISTANT WOMEN'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, 2022, and ends April 30, 2023. This AGREEMENT shall be automatically renewable for a one-year term on May 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 seventy six thousand seven hundred and ninety five dollars (\$76,795.00) payable in biweekly installments through UNIVERSITY payroll.

4.2. FOUNDATION, through its athletic funds shall pay ASSISTANT COACH thirteen thousand five hundred dollars (\$13,500.00) 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 Outside Income

6.1. 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.

6.2. 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.

6.3. 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1. 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, or UNIVERSITY regulations.

7.2. 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 herself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for UNIVERSITY.

7.3. 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.

8.0 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.

9.0 Termination Without Cause

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

9.2. 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 any federal or state constitutions, laws, regulations, or other provision of law.

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

9.4. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment.

If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

10.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY 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:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I 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 her ability, or any other material breach of this AGREEMENT; or

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

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

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

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

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

10.7. Any fraud or dishonesty of ASSISTANT COACH while performing the duties required by this AGREEMENT, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University of Louisiana System, Louisiana Tech University, the NCAA, or the Conference pertaining to the Program,

recruits or student-athletes, transcripts eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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

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

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

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

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12.0 Termination – General Provisions

12.1. 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.

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dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this AGREEMENT, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney's fees in addition to any other relief awarded by the court.

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

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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 A. Wood
Vice President and
Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

With copy to:
Justin Kavalir
General 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 their address on file with the university.

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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.

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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.

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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

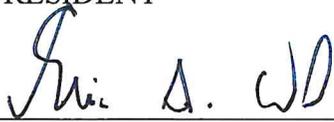
**CONTRACT OF EMPLOYMENT:
ASSISTANT WOMEN'S BASKETBALL COACH**

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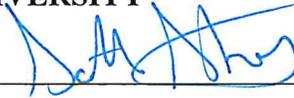
LOUISIANA TECH UNIVERSITY



By: **DR. LESLIE K. GUICE**
PRESIDENT

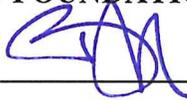


By: **DR. ERIC A. WOOD**
DIRECTOR OF ATHLETICS



By: **SCOTT STOEHR**
ASSISTANT WOMEN'S
BASKETBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
ASSISTANT WOMEN'S BASKETBALL COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

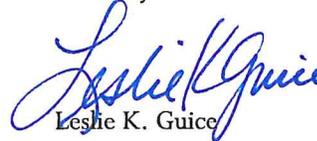
Enclosed for your review is a Contract of Employment between Nitra Perry, Assistant Coach, Women's Basketball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is June 17, 2022, and ends on April 30, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Perry, the Louisiana Tech University Foundation, and Assistant Coach Perry's attorney.

Thank you for your attention to this matter.

Sincerely,


Leslie K. Guice
President

enclosures

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Les Guice, and **NITRA PERRY** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as ASSISTANT WOMEN'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 her 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 her performance of her 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 of 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 herself in a professional and sportsman-like manner. ASSISTANT COACH recognized she 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 herself in a manner that supports academic integrity.

2.6. ASSISTANT COACH agrees to make herself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as ASSISTANT WOMEN'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 June 17, 2022, and ends April 30, 2023. This AGREEMENT shall be automatically renewable for a one-year term on May 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

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of one hundred thousand dollars (\$100,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home Basketball game for personal use.

6.0 Outside Income

6.1. 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.

6.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of her UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. 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.

6.3. 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1. 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, or UNIVERSITY regulations.

7.2. 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, she shall at all times conduct herself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for UNIVERSITY.

7.3. 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.

8.0 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.

9.0 Termination Without Cause

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

Term. Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2022-2023 women's basketball season, she shall owe to the FOUNDATION (10%) of ASSISTANT COACH's Base Salary with Base Salary calculated as the sum of the amounts in Section 4.0. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

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

9.4. 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 any federal or state constitutions, laws, regulations, or other provision of law.

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

9.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate her damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with her qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. 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 or designee 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.

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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:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I 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 her ability, or any other material breach of this AGREEMENT; or

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

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

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

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

10.6. Failure or refusal to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body

concerning or related to the supervision of the program or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

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

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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.

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Vice President and
Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71272

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

Brooks Hull
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
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SIGNATURE PAGE TO FOLLOW

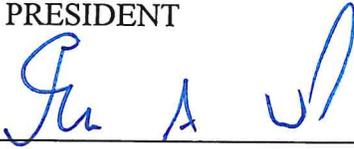
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ASSISTANT WOMEN'S BASKETBALL COACH**

SIGNATURE PAGE

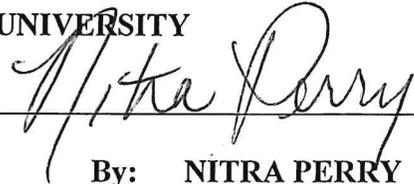
LOUISIANA TECH UNIVERSITY



By: **DR. LESLIE K. GUICE**
PRESIDENT



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



By: **NITRA PERRY**
ASSISTANT WOMEN'S
BASKETBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
ASSISTANT WOMEN'S BASKETBALL COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between Pierre Miller, Assistant Coach, Women's Basketball, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is June 1, 2022, and ends on April 30, 2023.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Miller, the Louisiana Tech University Foundation, and Assistant Coach Miller's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2022, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Les Guice, and **PIERRE MILLER** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as ASSISTANT WOMEN'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 of 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 she 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **ASSISTANT WOMEN'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 June 1, 2022, and ends April 30, 2023. This AGREEMENT shall be automatically renewable for a one-year term on May 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

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of eighty thousand dollars (\$80,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home Basketball game for personal use.

6.0 Outside Income

6.1. 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.

6.2. 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.

6.3. 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).

7.0 Compliance with NCAA, Conference and University Rules

7.1. 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, or UNIVERSITY regulations.

7.2. 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 herself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for UNIVERSITY.

7.3. 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.

8.0 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.

9.0 Termination Without Cause

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

Such damages shall be paid by FOUNDATION in regularly scheduled installments from the date of termination to the end of the current Term.

9.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2022-2023 women's basketball season, he shall owe to the FOUNDATION (10%) of ASSISTANT COACH's Base Salary with Base Salary calculated as the sum of the amounts in Section 4.0. ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

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

9.4 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 any federal or state constitutions, laws, regulations, or other provision of law.

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

9.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics or designee of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

10.0 Termination With Cause

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY 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:

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I 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 her ability, or any other material breach of this AGREEMENT; or

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

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

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

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

10.6. Failure or refusal to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the program or directing or otherwise instructing any

coach, student-athlete or any other individual to fail or to refuse to provide such information or documents; or

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

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

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

10.10. Conduct of the ASSISTANT COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on ASSISTANT COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably

expected of ASSISTANT COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude.

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

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

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

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

11.0 Automatic Termination Upon Death or Disability of Coach

This AGREEMENT shall terminate automatically if ASSISTANT COACH dies or becomes physically or mentally disabled to such an extent that, in the judgment of the Head 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.

12.0 Termination – General Provisions

12.1. 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.

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

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

12.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.0 Invalid Provisions

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this AGREEMENT shall be deemed amended to delete or modify, as necessary,

the offending provision or provisions to alter the bounds thereof in order to render it valid and enforceable. The unaffected provisions shall in any event remain enforceable.

14.0 Notice Provision

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

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

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

With copy to:
Justin Kavalir
General 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 their address on file with the university.

15.0 Merger Clause/No Oral Modification

This AGREEMENT constitutes and expresses the entire agreement and understanding of the parties regarding any employment of ASSISTANT COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of this

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

16.0 Sole Remedy

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

17.0 Governing Law

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

18.0 Agreement Freely and Voluntarily Entered Into

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

SIGNATURE PAGE TO FOLLOW

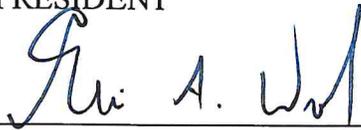
**CONTRACT OF EMPLOYMENT:
ASSISTANT WOMEN'S BASKETBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



By: **DR. LESLIE K. GUICE**
PRESIDENT



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



By: **Pierre Miller**
ASSISTANT WOMEN'S
BASKETBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **BROOKS HULL**
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
ASSISTANT WOMEN'S BASKETBALL COACH**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 27, 2022

- Item E.7.** Louisiana Tech University's request for approval of an amendment to the contracts for two Assistant Football Coaches, between Louisiana Tech University and Louisiana Tech University Foundation, effective September 1, 2022.

EXECUTIVE SUMMARY

The Board of Supervisors approved original contracts on June 23, 2022. The University is now requesting to add a new Section 4.2 as an amendment. This amendment would allow both Mr. Casey Walker and Mr. Nathan Young, Assistant Football Coaches, to receive \$500 a month for the term of their contracts for fundraising and public appearances, paid by the Louisiana Tech University Foundation, through its athletic funds. All other terms and conditions of the contract remain unchanged.

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 an amendment to the contracts for Mr. Casey Walker and Mr. Nathan Young, Assistant Football Coaches, between Louisiana Tech University and Louisiana Tech University Foundation, effective September 1, 2022.*



LOUISIANA TECH
UNIVERSITY.

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a request for an Amendment to the Contract of Employment for Casey Walker, Assistant Coach, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Walker, the Louisiana Tech University Foundation, and Assistant Coach Walker's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT
BETWEEN LOUISIANA TECH UNIVERSITY AND
ASSISTANT FOOTBALL COACH CASEY WALKER**

State:	Coach:
Louisiana Tech University P.O. Box 3168 Ruston, LA 71272	Casey Walker
Effective Date of Amendment September 1, 2022	Amendment No. 1

Background

The following amendment is agreed to by the parties amending the Employment Contract (“Agreement”) between Casey Walker (ASSISTANT COACH), Louisiana Tech University (UNIVERSITY), and the Louisiana Tech Foundation (FOUNDATION), which was approved by the University of Louisiana System Board of Supervisors (BOARD) on June 23, 2022.

The Agreement is amended as follows:

1. Section 4.2 is added to read as follows:

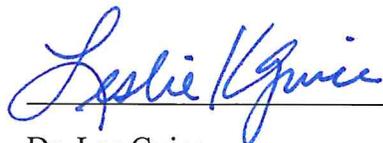
4.2 FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH \$500 monthly during the remaining term of the Agreement effective beginning the month of September of 2022 for fundraising and public appearances. This amount shall be included in any renewal of the Agreement as may be provided for in the Agreement’s terms.

2. All other terms and conditions of the Agreement shall remain unchanged and in effect. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

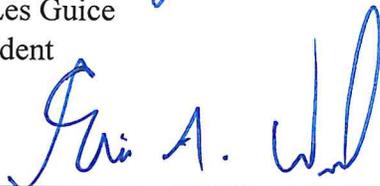
SIGNATURE PAGE TO FOLLOW

Executed on the ____ day of _____, 2022.

Louisiana Tech University



Dr. Les Guice
President



Dr. Eric A. Wood
Vice President/Director of Athletics

Casey Walker



Louisiana Tech University Foundation, Inc.



Brooks Hull
Chief Executive Officer

**RE: LOUISIANA TECH UNIVERSITY
1ST AMENDMENT TO CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH CASEY WALKER**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

September 30, 2022

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

Dear Dr. Henderson:

Enclosed for your review is a request for an Amendment to the Contract of Employment for Nathan Young, Assistant Coach, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the October 2022 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Following approval, please forward a scanned copy of the signed last page to the Office of the President of Louisiana Tech University and keep a copy for the files of the Board of Supervisors. The Office of the President at Louisiana Tech University will distribute a signed copy to Assistant Coach Young, the Louisiana Tech University Foundation, and Assistant Coach Young's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT
BETWEEN LOUISIANA TECH UNIVERSITY AND
ASSISTANT FOOTBALL COACH NATHAN YOUNG**

State:	Coach:
Louisiana Tech University P.O. Box 3168 Ruston, LA 71272	Nathan Young
Effective Date of Amendment September 1, 2022	Amendment No. 1

Background

The following amendment is agreed to by the parties amending the Employment Contract (“Agreement”) between Nathan Young (ASSISTANT COACH), Louisiana Tech University (UNIVERSITY), and the Louisiana Tech Foundation (FOUNDATION), which was approved by the University of Louisiana System Board of Supervisors (BOARD) on June 23, 2022.

The Agreement is amended as follows:

1. Section 4.2 is added to read as follows:

4.2 FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH \$500 monthly during the remaining term of the Agreement effective beginning the month of September of 2022 for fundraising and public appearances. This amount shall be included in any renewal of the Agreement as may be provided for in the Agreement’s terms.

2. All other terms and conditions of the Agreement shall remain unchanged and in effect. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

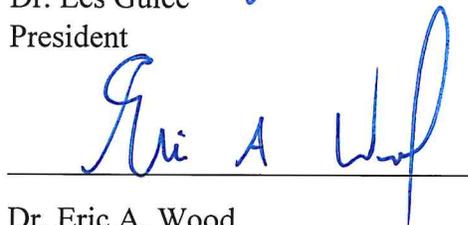
SIGNATURE PAGE TO FOLLOW

Executed on the ____ day of _____, 2022.

Louisiana Tech University



Dr. Les Guice
President



Dr. Eric A. Wood
Vice President/Director of Athletics

Nathan Young



Louisiana Tech University Foundation, Inc.



Brooks Hull
Chief Executive Officer

**RE: LOUISIANA TECH UNIVERSITY
1ST AMENDMENT TO CONTRACT OF EMPLOYMENT
ASSISTANT FOOTBALL COACH CASEY WALKER**

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _____ day of _____, 2022.

Dr. Jim Henderson
President
University of Louisiana System

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.8. **Southeastern Louisiana University's** request for approval of a contract with Mr. Lawrence Allan, Head Golf Coach, effective September 1, 2022.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through April 30, 2023, Coach's annual salary is \$47,940. The current agreement also stipulates that the Coach may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. Coach may be provided the use of a vehicle. Coach will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, Coach shall receive a monthly vehicle allowance of \$500.

The Lion Athletics Association (LAA) will pay salary supplements, subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

- \$250--Conference Coach of the Year
- \$150--Conference Co-Coach of the Year
- \$2,000--for NCAA Post Season (Team) or Conference Season (Team) Championship
- \$2,000--for each round advanced NCAA Tournament
- \$10,000--NCAA National Championship
- \$250--NCAA All American Athlete with GPA over 3.0
- \$100--NCAA All American Athlete with GPA 2.0-2.9
- \$250--Team average APR above 980
- \$100--Individuals who qualify for NCAA Championship-Beyond team competition

The University may, at any time and in its sole discretion, terminate the employment of Coach for any reason. In the event the University terminates the Contract without cause, the Coach shall be entitled to \$15,000. In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the amount of \$15,000.

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 Southeastern Louisiana University's request for approval of a contract with Mr. Lawrence Allan, Head Golf Coach, effective September 1, 2022.*

**CONTRACT OF EMPLOYMENT
HEAD GOLF COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Lawrence Allan (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana 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 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as HEAD GOLF COACH and COACH does hereby accept employment and agrees to perform all of the services pertaining to GOLF which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

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

1.3 COACH shall manage and supervise the team and shall perform such other duties in UNIVERSITY's athletics program as the DIRECTOR may assign.

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 athletics programs.

1 Coach Initial: LA Admin Initial: 

1.5 COACH shall schedule an appropriate number of guarantee GOLF competitions on an annual basis in order to generate revenue as determined by the DIRECTOR. The DIRECTOR will have the responsibility for approving the annual GOLF schedule.

1.6 COACH shall inform the DIRECTOR of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.7 COACH is aware of and sensitive to the importance of the Academic Performance Rate (“APR”) and as such realizes that it will be a vital component of his/her annual evaluation. COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the DIRECTOR.

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2022 and terminating without further notice to COACH on the 30th day of April, 2023 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH’S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay COACH a base annual salary of \$47,940 for the term of this agreement on a bi-weekly basis.

3.2 The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 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 13.

4.0 Incentive Compensation

During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid from the Lion Athletics Association. Any obligations of the Lion Athletics Association that have accrued will terminate should the coach leave the UNIVERSITY. Per head coach discretion and written direction; money from incentives can be directed to paid members of his/her staff in accordance to UNIVERSITY policy and procedures.

The potential earned salary supplements are:

- A. \$250.00- Conference Coach of the Year
- B. \$150.00- Conference CO- Coach of the Year
- C. \$2,000- for NCAA Post Season (Team) or Conference Season (Team) Championship
- D. \$2,000- for each round advanced NCAA Tournament
- E. \$10,000 for winning the NCAA National Championship
- F. \$250.00- NCAA All American Athlete with GPA over 3.0
- G. \$100.00-NCAA All American Athlete with GPA 2.0-2.9
- H. \$250.00 Team average APR above 980

- I. \$ 100.00 Individuals that qualify for NCAA Championship-Beyond team competition.

5.0 Contracts for broadcast and/or telecast

5.1 COACH may host a Television and/or Radio Show to promote the UNIVERSITY and Team with approval of the DIRECTOR. Formatting of the show prior to its initial airing must be approved by the DIRECTOR. It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH agrees to the following:

- (a) Assign his/her rights to collect and earn all sponsorship revenue generated by and on behalf any television and/or radio broadcast(s) to the LAA;
- (b) Designate the LAA, or its designee, as the sole solicitor of corporate sponsorships of any television and/or radio broadcasts on behalf of the COACH;
- (c) Comply with requests by the LAA, or its designee for generating corporate sponsorship(s), or the Athletic Director to meet and/or visit existing or potential corporate sponsors in an effort to maintain or increase sponsorship revenue.

5.2 It is specifically agreed that in the filming or producing of such television and/or Radio Show, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- (a) The COACH, or the LAA agrees to pay the UNIVERSITY all out-of-pocket costs incurred by the UNIVERSITY in the filming or production of the television and radio show.
- (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
- (c) Complete records will be maintained regarding income and expenditures associated with said television and radio show and available for verification by University auditors.
- (d) The COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in

any way connected with any claim or action for property loss, personal injury or death resulting from said television and radio show.

- (e) The COACH is an independent contractor during said broadcast activities and, as a University employee will undertake to observe all general rules and policies of the UNIVERSITY. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (f) The COACH will notify the DIRECTOR of any problems that may arise from the television and/or radio show.

5.3 The COACH agrees to follow sponsorship agreement regulations as set forth by the University Athletics Department, the Office of University Advancement and the Lion Athletics Association. All shows must be in compliance with all NCAA and Gender Equity provisions.

6.0 Camps and Clinics

6.1 COACH may operate a camp(s) for the teaching of athletics pursuits on the University property. The use of University facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

6.2 It is specifically agreed that in the operation of such camps, COACH acts as an independent contractor 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.

- (a) COACH will be required to sign a separate agreement through the appropriate University department as it relates to the operation of such camp(s). Facility and other fees required as part of this separate agreement will be consistent with the fees charged to other independent contractors for similar facilities and/or consistent with policies in place at the time the separate agreement is signed.
- (b) Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- (c) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

- (d) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
 - 2) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (e) Annual leave shall be requested to cover the dates and times of the camp operation for all University personnel involved.
- (f) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- (g) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- (h) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (i) The DIRECTOR and the Director of Auxiliary Services will be the administrative officers of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

7.0 Employee Benefits

7.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

7.2 Courtesy/Leased Vehicle Benefit

- (a) COACH may receive a courtesy/leased vehicle if an arrangement can be made

through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle shall be made by the Athletics Director.

- (1) Should a courtesy/leased vehicle arrangement not be available with a local dealership, COACH may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures. The COACH agrees to abide by all rules and regulations as outlined in PPM 49.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- (c) The COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.3 For each GOLF season, COACH shall be entitled to a total of ten (10) tickets per home GOLF competition and two (2) tickets to all other regular season home athletics competitions.

8.0 Outside Income-Subject to Compliance with Board Rules

8.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of GOLF camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

9.0 Apparel, Equipment Endorsements

The UNIVERSITY shall receive and then pay to COACH any funds for which he/she is responsible in obtaining for the UNIVERSITY through his/her endorsements of show, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Any payments received shall not be in conflict with University polices, the University of Louisiana System policies, or the laws of the State of Louisiana.

All equipment received by COACH as part of a sponsorship agreement of endorsement must be reported to the DIRECTOR.

10.0 Compliance with NCAA, Conference and University Rules

10.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. COACH shall also promote an atmosphere of compliance and monitor the compliance of COACH's staff (NCAA Bylaw 11.1.1). If COACH is found in violation of NCAA regulations, the COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 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, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

10.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and COACH acknowledge and agree that (1) 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 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.

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

10.4 COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

11.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

11.1 COACH shall promptly report to the University's 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.

11.2 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:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

12.0 Coaching Staff

12.1 COACH shall have the authority to select unclassified GOLF personnel upon authorization by the DIRECTOR and approval by the President and the Board of Supervisors for the University of Louisiana System.

12.2 COACH is expected to demonstrate a commitment to NCAA, Conference and UNIVERSITY through monitoring COACH's staff activities.

13.0 Termination

13.1 Prior to termination of COACH, University will obtain approval from the President of the University of Louisiana System. In the event the UNIVERSITY terminates the Contract without cause, the COACH shall be entitled to \$15,000. The liquidated damages shall be due and payable in lump sum within sixty (60) days of the date of termination payable from the Lion Athletics Association.

13.2 In the event that COACH terminates the contract to take another Division I head coaching job prior to the completion of the terms of the contract, the COACH will be liable to pay the University \$15,000. COACH will be responsible for the base salary if he/she leaves for a conference school head coaching position. If COACH terminates this contract for any other reason than becoming employed as a Division I Head GOLF coach, COACH shall have no responsibility, obligation, or liability to the UNIVERSITY.

- 13.3 COACH may be terminated by the DIRECTOR for cause at any time for:
- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
 - (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
 - (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
 - (d) Substantial and manifest incompetence
 - (e) Violation or gross disregard of state or federal laws
 - (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
 - (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1.1
 - (h) Unethical conduct pursuant to NCAA Bylaw 10.1
 - (i) The team's multi-year APR falling below the NCAA minimum at any time during this contract.
 - (j) Any determined violation of Title IX of the Education Amendments of 1972.

13.4 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner

by the UNIVERSITY. No damages shall be due if termination is for just cause.

13.5 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.6 This contract may be terminated at any time should the UNIVERSITY discontinue the GOLF program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.7 COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

13.8 Any violation of this contract is grounds for dismissal with cause.

14.0 Fundraising

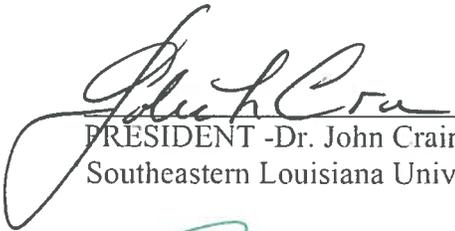
All fundraising activities by COACH must be pre-approved by the DIRECTOR, or his/her designee, to ensure that such activities are in compliance with University policies as set forth by the Athletics Department, the Office of University Advancement and the Lion Athletics Association. COACH is responsible for meeting the fundraising amount set by the DIRECTOR in each fiscal year. Failing to meet fundraising goals each fiscal year set by the DIRECTOR may be cause for termination of this contract with cause.

15.0 Force Majeure

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

16.0 Severability

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

 10/5/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 9/30/22
Jay Artigues Date
DIRECTOR OF ATHLETICS

 10/4/22
Lawrence Allan Date
HEAD GOLF COACH

 10/5/22
PRESIDENT Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on
the _____ day of _____, 20__.

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

Southeastern Louisiana University AND
Lion Athletics Association AND
HEAD GOLF COACH

AGREEMENT
HEAD GOLF COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Lawrence Allan the University HEAD GOLF COACH.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the Head GOLF coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the Head Coach as per the Termination Section 13.0. This does not include any sums which may be due to Head Coach by the University for the current contract year.

2.

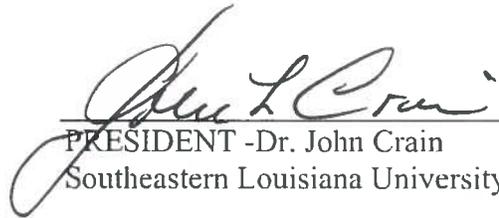
The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the Head GOLF Coach in the amount as per paragraph 3.0 of the Head Coach's Contract of Employment with Southeastern Louisiana University.

3.

The Lion Athletics Association and Head GOLF Coach hereby acknowledge that they have been provided a copy of this agreement and the Head Coach's contract, and all agree to be bound by the terms of each agreement.

15 Coach Initial: LA Admin Initial: [Signature]

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. John Crain
Southeastern Louisiana University

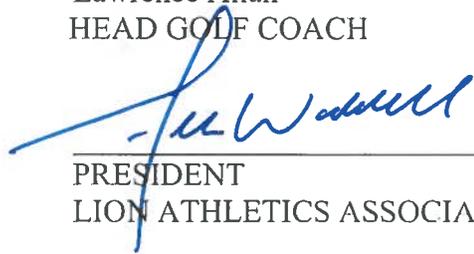
10/5/22
Date


Jay Artigues
ATHLETICS DIRECTOR

9/23/22
Date


Lawrence Allan
HEAD GOLF COACH

10/4/22
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

10/5/22
Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on
the _____ day of _____, 20__.

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

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

ATHLETIC COMMITTEE

October 27, 2022

Item E.9. **Southeastern Louisiana University's** request for approval of contracts with various Assistant Coaches, Southeastern Louisiana University, and the Lion Athletics Association.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Assistant Coaches' Contracts for Employment:

- **Mr. Clayton O'Callaghan, Assistant Track and Field Coach** - Under the proposed agreement from September 1, 2022 through August 31, 2023, Assistant Coach's annual salary is \$31,700.
- **Mr. Michael Randle, Assistant Men's Basketball Coach** - Under the proposed agreement from September 1, 2022 through August 31, 2023, Assistant Coach's annual salary is \$37,000.

Should the 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 compensation as outlined in Sections 3.1 and 3.2 of the agreement, which would have been owed to Assistant Coach had he completed the term. The University will pay through the end of the fiscal year in which Assistant Coach was terminated, and the Lion Athletics Association will pay the remainder.

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 Southeastern Louisiana University's request for approval of contracts with Assistant Coaches, Mr. Clayton O'Callaghan and Mr. Michael Randle.*

**CONTRACT OF EMPLOYMENT
ASSISTANT TRACK AND FIELD COACH**

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Clayton O'Callaghan (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana 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 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT TRACK AND FIELD COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to TRACK AND FIELD which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD TRACK AND FIELD COACH or the HEAD TRACK AND FIELD COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT 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.

1.4 ASSISTANT COACH shall inform the HEAD TRACK AND FIELD COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate (“APR”) and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD TRACK AND FIELD COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2022 and terminating without further notice to ASSISTANT COACH on the 31st day of August, 2023 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH’S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSISTANT COACH ’S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$31,700 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD TRACK AND FIELD COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.4 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 8.

4.0 Employee Benefits

4.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each TRACK AND FIELD season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home TRACK AND FIELD game and two (2) tickets to all other regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of TRACK AND FIELD camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 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 deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree 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 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.

6.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSISTANT COACH shall promptly report to the University's 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

7.2 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:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD TRACK AND FIELD COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified

in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD TRACK AND FIELD COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the

University.

- (d) Substantial and manifest incompetence
- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

8.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

8.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

8.5 This contract may be terminated at any time should the UNIVERSITY discontinue the TRACK AND FIELD program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease

upon termination.

8.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

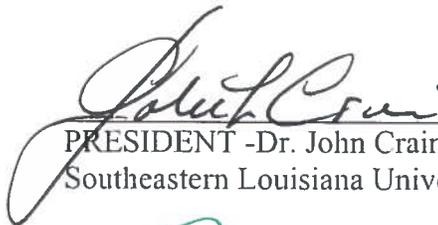
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

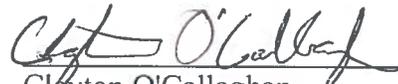
Neither party shall be considered in default of performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith,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

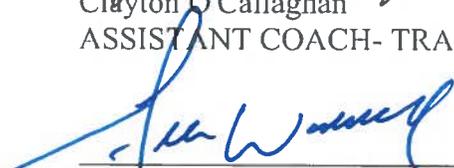
10.0 Severability

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

 10/5/22
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University

 10/3/22
Jay Artigues Date
DIRECTOR OF ATHLETICS

 10/3/22
Clayton O'Callaghan Date
ASSISTANT COACH- TRACK AND FIELD

 10/5/22
PRESIDENT Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 20__.

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT TRACK AND FIELD COACH

AGREEMENT
ASSISTANT TRACK AND FIELD COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Clayton O'Callaghan the University ASSISTANT TRACK AND FIELD COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT TRACK AND FIELD coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

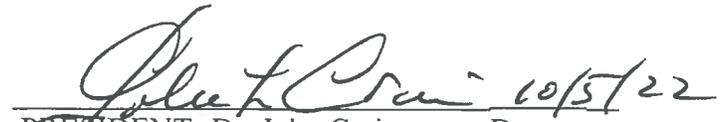
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT TRACK AND FIELD Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

The Lion Athletics Association and ASSISTANT TRACK AND FIELD Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.



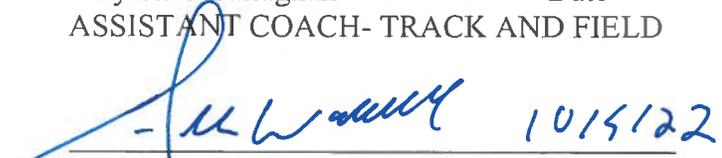
PRESIDENT -Dr. John Crain Date
Southeastern Louisiana University



Jay Artigues Date
ATHLETICS DIRECTOR



Clayton O'Callaghan Date
ASSISTANT COACH- TRACK AND FIELD



PRESIDENT Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its
meeting on the _____ day of _____, 20__.

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

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

**STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

This agreement is made and entered into on this 1st day of September, 2022 between Southeastern Louisiana University through its President, Dr. John Crain and Michael Randle (hereinafter referred to as "ASSISTANT COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana 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 Southeastern Louisiana University ("UNIVERSITY") does hereby employ COACH as ASSISTANT MEN'S BASKETBALL COACH and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to MEN'S BASKETBALL which are required of ASSISTANT COACH, as well as other services as may be contemplated hereunder, all as prescribed by the UNIVERSITY through its President and/or Athletics Director ("DIRECTOR").

1.2 ASSISTANT COACH shall be responsible, and shall report, directly to the HEAD MEN'S BASKETBALL COACH or the HEAD MEN'S BASKETBALL COACH's designee on all administrative and technical matters. ASSISTANT COACH shall also be under the general supervision of the UNIVERSITY's Athletic Director and President.

1.3 ASSISTANT 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.

1.4 ASSISTANT COACH shall inform the HEAD MEN'S BASKETBALL COACH of all work-related and personal absences from campus extending beyond one day (i.e. recruiting trips, annual leave requests, speaking engagements, coaching clinics, etc.)

1.5 ASSISTANT COACH is aware of and sensitive to the importance of the Academic Performance Rate ("APR") and as such realizes that it will be a vital component on his/her annual evaluation. ASSISTANT COACH will be responsible for assisting in the development of and maintaining an Academic Performance Plan when required by the HEAD MEN'S BASKETBALL COACH .

2.0 Term

2.1 The term of this agreement is for a fixed period, commencing on the 1st day of September, 2022 and terminating without further notice to ASSISTANT COACH on the 30th day of April, 2023 unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by ASSISTANT COACH, both of which must be in writing and signed by the (all) parties, and approved by the Board. This agreement in no way grants the ASSISTANT COACH a claim to tenure in employment, nor shall ASSISTANT COACH'S service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

3.0 Compensation

3.1 In consideration of ASSISTANT COACH 'S services and satisfactory performance of this agreement, the UNIVERSITY shall pay ASSISTANT COACH a base annual salary of \$37,000 for the term of this agreement on a bi-weekly basis.

3.2 The ASSISTANT COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The ASSISTANT COACH is also subject to pay

adjustments according to economic circumstances that affect all similarly compensated employees in the unclassified staff service.

3.3 The ASSISTANT COACH may also be eligible for additional supplemental pay as recommended by the HEAD MEN'S BASKETBALL COACH and approved by the Athletic Director, Vice President for Administration & Finance, and the President. Any such supplemental pay shall be paid by the Lion Athletics Association (LAA).

3.4 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 8.

4.0 Employee Benefits

4.1 ASSISTANT COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

4.2 Courtesy/Leased Vehicle Benefit

- (a) ASSISTANT COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and ASSISTANT COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to ASSISTANT COACH. The arrangements for a vehicle must be made by the Athletic Director.
- (b) Insurance on any courtesy/leased vehicle must be paid for by the dealership, the ASSISTANT COACH, or from some other arrangement agreed to by the Athletic Director.
- (c) The ASSISTANT COACH may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a). The ASSISTANT COACH further agrees to abide by all rules and regulations as outlined in PPM 49.

4.3 For each MEN'S BASKETBALL season, ASSISTANT COACH shall be entitled to a total of four (4) tickets per home MEN'S BASKETBALL game and two (2) tickets to all other

regular season home athletics competitions.

5.0 Outside Income-Subject to Compliance with Board Rules

5.1 The ASSISTANT COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment and the UNIVERSITY shall have no responsibility for any claims arising there from. ASSISTANT COACH shall be entitled to retain revenue generated from his/her operation of MEN'S BASKETBALL camps and/or clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System.

5.2 Notwithstanding the above or anything else herein to the contrary, if ASSISTANT COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than UNIVERSITY, ASSISTANT COACH must report all such income or benefits to the President through the DIRECTOR in writing at least annually on July 1st. 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 UNIVERSITY (see Bylaw 11.2.2).

6.0 Compliance with NCAA, Conference and University Rules

6.1 ASSISTANT COACH shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. ASSISTANT COACH shall also promote an atmosphere of compliance and monitor the

compliance of ASSISTANT COACH's staff (NCAA Bylaw 11.1.1). If ASSISTANT COACH is found in violation of NCAA regulations, the ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 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 deliberate, serious, and/or repetitive violations of NCAA, Conference and University regulations (NCAA Bylaw 11.2.1).

6.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and ASSISTANT COACH acknowledge and agree 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 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.

6.3 ASSISTANT COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

6.4 ASSISTANT COACH must maintain a general understanding of and assure adherence to NCAA, Southland Conference, and Institutional rules and regulations.

7.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

7.1 ASSISTANT COACH shall promptly report to the University's 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 ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

7.2 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:

- (a) Title IX of the Education Amendments of 1972;
- (b) The University's Sexual Misconduct Policy; or
- (c) The University of Louisiana System's Sexual Misconduct Policy.

8.0 Termination

8.1 The HEAD MEN'S BASKETBALL COACH may recommend termination of ASSISTANT COACH to the President with the approval of the Athletic Director. In the event the UNIVERSITY terminates the Contract without cause, the ASSISTANT COACH shall be entitled to the base salary specified in Section 3.1 and Section 3.2 for the remainder of the term specified in Section 2.1. If the University chooses to terminate the ASSISTANT COACH at any time during this contract, payments to the coach will be made as follows:

- (a) The University shall pay the amount of base salary owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 from the date of termination to the end of the fiscal year in which the ASSISTANT COACH is terminated.
- (b) The remaining portion of money owed to ASSISTANT COACH as outlined in Section 3.1 and 3.2 for the period after the fiscal year in which the ASSISTANT COACH is terminated shall be paid by the Lion Athletics Association (LAA).

8.2 ASSISTANT COACH may be terminated by the HEAD MEN'S BASKETBALL COACH for cause at any time for:

- (a) Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- (b) Misconduct that: (1) violates state or University ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University. This would include speaking negatively in the community about the UNIVERSITY, its Administration, and/or Staff.
- (c) Acts of violence or personal conduct, or condoning or encouraging employees or student-athletes in such conduct, which may not warrant criminal prosecution but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- (d) Substantial and manifest incompetence

- (e) Violation or gross disregard of state or federal laws
- (f) Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- (g) Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.1
- (h) Unethical conduct pursuant to NCAA Bylaw 10.1
- (i) Any determined violation of Title IX of the Education Amendments of 1972.

8.3 All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of ASSISTANT COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages shall be due if termination is for just cause.

8.4 Either party may opt to terminate this contract in the event that UNIVERSITY's athletics program undergoes a division reclassification.

8.5 This contract may be terminated at any time should the UNIVERSITY discontinue the MEN'S BASKETBALL program. Such a termination can be based on considerations of budgetary restrictions and/or priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

8.6 ASSISTANT COACH may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, ASSISTANT COACH will receive a 90 calendar day notice of termination or 90 days of regular pay in lieu of such notice, as determined by the UNIVERSITY. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination.

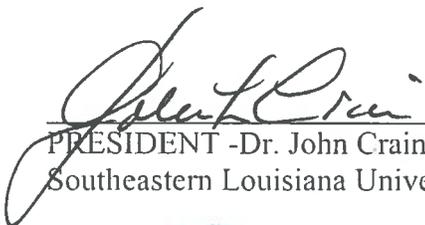
8.7 Any violation of this contract is grounds for dismissal with cause.

9.0 Force Majeure

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

10.0 Severability

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


PRESIDENT -Dr. John Crain
Southeastern Louisiana University

10/5/22
Date


Jay Artigues
DIRECTOR OF ATHLETICS

10/3/22
Date


Michael Randle
ASSISTANT COACH- MEN'S BASKETBALL

10/3/22
Date


PRESIDENT
LION ATHLETICS ASSOCIATION

10/5/22
Date

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 20__.

SECRETARY - BOARD OF SUPERVISORS

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

ASSISTANT MEN'S BASKETBALL COACH

AGREEMENT
ASSISTANT MEN'S BASKETBALL COACH

This is an agreement between the Lions Athletic Association, Southeastern Louisiana University, and Michael Randle the University ASSISTANT MEN'S BASKETBALL COACH.

1.0

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the ASSISTANT MEN'S BASKETBALL coach. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the ASSISTANT COACH as per the Termination Section 8.0. This does not include any sums which may be due to ASSISTANT COACH by the University for the current contract year.

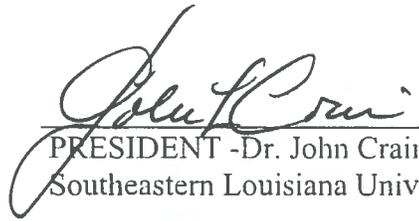
2.0

The Lion Athletics Association acknowledges that it has agreed to pay or supplement the salary of the ASSISTANT MEN'S BASKETBALL Coach in the amount as per the Compensation Section 3.3 of the ASSISTANT COACH's Contract of Employment with Southeastern Louisiana University.

3.0

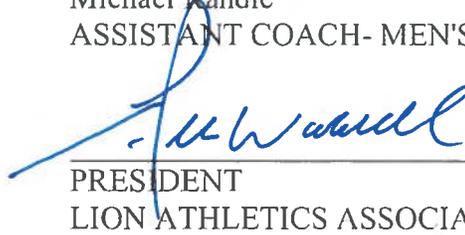
The Lion Athletics Association and ASSISTANT MEN'S BASKETBALL Coach hereby acknowledge that they have been provided a copy of this agreement and the ASSISTANT COACH's contract, and all agree to be bound by the terms of each agreement.

Entered into this _____ day of _____, 20__.


PRESIDENT -Dr. John Crain 10/5/22
Date
Southeastern Louisiana University


Jay Arduques 10/3/22
Date
ATHLETICS DIRECTOR


Michael Randle 10/3/22
Date
ASSISTANT COACH- MEN'S BASKETBALL


PRESIDENT 10/5/22
Date
LION ATHLETICS ASSOCIATION

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the _____ day of _____, 20__.

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