

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

**ATHLETIC COMMITTEE**

**June 23, 2022**

**Item G.1.** Louisiana Tech University's request for approval of a contract with Mr. Sonny Cumbie, Head Football Coach, between Louisiana Tech University, and Louisiana Tech University Foundation, effective December 1, 2021.

**EXECUTIVE SUMMARY**

This agreement is for the five-year period from December 1, 2021 through January 31, 2027. During this period Coach shall receive an annualized base salary of \$200,000.

The Louisiana Tech University Foundation shall pay Coach for his role in the Louisiana Tech Radio Network and for Coach's role as a fundraiser for Louisiana Tech Football as follows:

- December 1, 2021 through January 31, 2023 - \$816,667.62
- February 1, 2023 through January 31, 2024 - \$750,000
- February 1, 2024 through January 31, 2025 - \$800,000
- February 1, 2025 through January 31, 2026 - \$800,000
- February 1, 2026 through January 31, 2027 - \$800,000

The Foundation shall also pay Coach Performance Incentives – Athletic Performance Goals:

- Team participates in the Conference Championship Game: \$50,000
- Team wins the Conference Championship Game: \$100,000
- Team participates in a Non-New Year's 6 Bowl Game: \$25,000
- Team participates in a New Year's 6 Bowl Game: \$75,000
- Team wins any Bowl Game: \$50,000
- Team defeats a Power 5 program in the regular season: \$25,000
- Team wins the College Football Playoff National Championship: \$500,000
- Coach is named Conference Coach of the Year: \$25,000\*
- Coach is named National Coach of the Year: \$100,000\*\*
- Team achieves 9 regular season wins: \$25,000\*\*\*
- Team achieves 10 regular season wins: \$50,000\*\*\*

\*Official Conference Coach of the Year award presented by the conference and voted on by the conference's coaches and/or media members.

\*\*Shall apply exclusively to any of the following six widely recognized college football coach of the year awards and presenting organizations or their successors.

- a. AFCA Coach of the Year (American Football Coaches Association)
- b. Associated Press Coach of the Year
- c. Paul Bryant Coach of the Year Award (American Heart Association)
- d. Eddie Robinson Coach of the Year Award (Football Writers Association of America)
- e. Home Depot Coach of the Year Award (ESPN and ABC)
- f. Walter Camp Coach of the Year Award

Coach shall receive no more than \$100,000 per year for winning National Coach of the Year regardless of how many of the above-referenced awards he should win.

\*\*\*Non-Cumulative

Coach is entitled to a courtesy SUV to be provided by the Foundation. Benefactors may provide golf and social memberships. Coach may also receive funds through the University from agreements with shoe and/or apparel manufacturers.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach as detailed in Section 11.0 of the contract. If the Coach terminates the contract without cause, Coach shall be liable to the Foundation for liquidated damages as detailed in Section 11.3 of the contract.

## **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Sonny Cumbie, Head Football Coach, between Louisiana Tech University, and Louisiana Tech University Foundation, effective December 1, 2021.*





G.1.

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Sonny Cumbie, Head Coach, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is November 30, 2021.

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

Once approved by the Board, 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 Coach Cumbie, the Louisiana Tech University Foundation, and Coach Cumbie'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  
FOOTBALL HEAD COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into as of this 30th day of November, 2021, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Leslie K. Guice and Sonny Cumbie (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to and guaranteeing the obligations incurred by the FOUNDATION pursuant to the terms and conditions of this agreement. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF FOOTBALL HEAD COACH**

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as football head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the football program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics, provided, that, all of said services are consistent with the the services and duties of a Division 1 FBS football head coach .

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. In the event of conflicting instructions, it is understood that the UNIVERSITY President's direction shall control.

1.3 COACH shall supervise and manage the football program 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 FBS football head coach.

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

## **2.0 Term**

2.1 The term of this agreement is for a period commencing November 30, 2021 and ending on January 31, 2027. Contract Years shall be defined as the following:

Contract Year 1: December 1, 2021 through January 31, 2023

Contract Year 2: February 1, 2023 through January 31, 2024

Contract Year 3: February 1, 2024 through January 31, 2025

Contract Year 4: February 1, 2025 through January 31, 2026

Contract Year 5: February 1, 2026 through January 31, 2027

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 \$200,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 The FOUNDATION through its athletic funds shall pay COACH a monthly payment in the amount below 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 Football:

Contract Year 1: \$58,333.33 (\$816,667.62 Total)

Contract Year 2: \$62,500 (\$750,000 Total)

Contract Year 3: \$66,666.67 (\$800,000 Total)

Contract Year 4: \$66,666.67 (\$800,000 Total)

Contract Year 5: \$66,666.67 (\$800,000 Total)

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

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable

efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

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

#### **4.0 Employee Benefits**

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans 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. University shall also provide to COACH 12 season tickets to home football games any post-season football games in which the university participates, 10 tickets all away football games, and 6 tickets to all home men's basketball games. UNIVERSITY also agrees to include travel and lodging expenses for the annual Football Coach's Association Meeting in the football program's annual operating budget.

4.2 FOUNDATION will provide COACH the following benefits:

- a. Moving expense reimbursement not to exceed \$35,000.
- b. Moving expense reimbursement for assistant coaches according to university policy.
- c. Temporary housing for a period of time that ends when COACH is able to

move into his family home in the area.

d. Country Club Membership for COACH and up to two members of his coaching staff at the Squire Creek Country Club.

e. Courtesy SUV or a monthly car stipend up to \$600/month.

## **5.0 Performance Incentives – Athletic Performance Goals**

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

- a. Team participates in the Conference Championship Game: \$50,000
- b. Team wins the Conference Championship Game: \$100,000
- c. Team participates in a Non-New Year's 6 Bowl Game: \$25,000
- d. Team participates in a New Year's 6 Bowl Game: \$75,000
- e. Team wins any Bowl Game: \$50,000
- f. Team defeats a Power 5 program in the regular season: \$25,000
- g. Team wins the College Football Playoff National Championship: \$500,000
- h. Coach is named Conference Coach of the Year: \$25,000 \*
- i. Coach is named National Coach of the Year: \$100,000 \*\*
- j. If Team achieves a single-year APR Rate greater than or equal to 960: \$35,000
- k. If Team achieves a cumulative GPA of 3.0 or higher over the fall, winter, and spring quarters: \$25,000
- l. Team achieves 9 regular season wins: \$25,000 \*\*\*
- m. Team achieves 10 regular season wins: \$50,000 \*\*\*

\* Official Conference Coach of the Year award presented by the conference and voted on by the conference's coaches and/or media members.

\*\* Shall apply exclusively to any of the following six widely recognized college football coach of the year awards and presenting organizations or their successors.

- a. AFCA Coach of the Year (American Football Coaches Association)
- b. Associated Press Coach of the Year
- c. Paul Bryant Coach of the Year Award (American Heart Association)
- d. Eddie Robinson Coach of the Year Award (Football Writers Association of America)
- e. Home Depot Coach of the Year Award (ESPN and ABC)
- f. Walter Camp Coach of the Year Award

Coach shall receive no more than \$100,000 per year for winning National Coach of the Year regardless of how many of the above referenced awards he should win.

\*\*\* Non-Cumulative

5.2 Should Louisiana Tech be selected to participate in a post-season bowl game after achieving six or more regular-season wins, COACH shall be allocated a bonus pool of \$100,000 to distribute among Football Assistant Coaches and Support Staff at his discretion subject to the approval of the Director of Athletics.

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.

5.4 FOUNDATION may desire COACH to be involved in its fundraising efforts, including activities involving sponsor and donor cultivation and solicitation which coordinate with tournament play and season ticket sales (including special appearances at events and radio and television interviews) for which FOUNDATION will provide COACH the agreed upon supplemental payments listed in Paragraph 3.2. In that regard, COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of benefits

under Paragraph 4.0 above. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

## **6.0 Camps and Clinics**

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without



discrimination.

6.3 It is understood that COACH shall operate any camp through his single member LLC.

### **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 football camps and/or football clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup>, the first such report not due until July 1, 2022, 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 Level I or Level II NCAA regulations or repeated Level III violations, 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 shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies and regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

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

#### **10.0 Football Staff**

COACH may make hiring decisions regarding assistant football coaches and support staff in his sole discretion, subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The FTE salary pool for the assistant football coaches and support staff shall be the following amounts:

Contract Year 1:	\$1,700,000
Contract Year 2:	\$1,700,000
Contract Year 3:	\$1,800,000
Contract Year 4:	\$1,800,000

Contract Year 5:       \$1,800,000

#### **11.0 Termination**

If University should terminate the Contract without Cause, as liquidated damages and not as a penalty, COACH shall be paid 75% of all remaining unpaid Guaranteed Compensation (as defined below) through the natural expiration of the contract. This payment shall be without any obligation by COACH to mitigate University's damages, but will be subject to full off-set if the termination without Cause occurs on or after the commencement of Contract Year 3.

For purposes of this provision, "Guaranteed Compensation" means the annual base salary set forth in Section 3.1 herein plus the radio and television component set forth in Section 3.2 herein. These cumulative amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds (even though the base salary payable to COACH set forth in Section 3.1 herein is paid by UNIVERSITY).

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 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on January 31, 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 any of the following:

a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I FBS football head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I FBS football 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 Level 1 or Level 2 violation or a pattern of Level 3 violations (as described in Section 9.1 herein), whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or 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 reflects adversely upon UNIVERSITY or its athletics program; or

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

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

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

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

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

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which

otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

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

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

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

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

11.3 In the event COACH terminates the contract without cause prior to the expiration of the contract, COACH shall pay to the FOUNDATION the following amount based on the date in which the notice of contract termination occurs.

Contract Year 1: \$1,750,000

Contract Year 2: \$1,750,000

Contract Year 3: \$800,000

Contract Year 4: \$600,000

Contract Year 5: \$0

Payment shall be made to the FOUNDATION by COACH or any other party within 30 days of the date of termination.

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

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

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

**12.0 Automatic Termination Upon Death or Disability of Coach**

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



disability.

### **13.0 Termination – General Provisions**

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

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

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

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract without any obligation of COACH to mitigate damages or UNIVERSITY or FOUNDATION right to offset, notwithstanding anything to the contrary contained in this agreement. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation,

including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

#### **16.0 Section 409A and 457(f).**

**Section 16.1. *Intent.*** The parties intend all payments and benefits under this agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, “Section 409A”). COACH acknowledges that the penalties for noncompliance with Section 409A shall be assessed against COACH. COACH and his advisors have reviewed this document for compliance with Section 409A and are not relying on the UNIVERSITY’S review or advice. To the extent permitted by law, the parties agree to modify this agreement to the extent necessary to comply with changes to Section 409A.

**Section 16.2. *Separation from Service.*** Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a “separation from services” within the meaning of Section 409A and for purposes of any such provision of this agreement, references to a “termination,” “termination of employment,” or like terms shall mean “separation from service.”

**Section 16.3. *Taxable Income.*** All expenses or reimbursement paid under this agreement that are taxable income to COACH shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year following the year that COACH incurs such expenses or pays such related tax.

**Section 16.4. *Installment Payments.*** For purposes of Section 409A, COACH'S right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

Section 16.5 Notwithstanding anything to the contrary contained in this Section 16, to the extent applicable, the parties acknowledge that Code section 457(f) and/or 3121 may require some or all of the monthly payments described above to be taxable to COACH before their scheduled payment dates. Therefore, if it is the reasonable opinion of the UNIVERSITY'S counsel that Code section 457(f) applies, the UNIVERSITY will pay the Applicable Portion (as defined below) of amounts due as set forth above before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(iv) (a "Tax Distribution"); each subsequent payment shall be reduced by a pro-rated portion of any Tax Distribution. The "Applicable Portion" means an amount, as determined by the UNIVERSITY, equal to all federal and state income tax withholding that would have been remitted by the UNIVERSITY if there had been a payment of wages equal to the income includible by Coach under Code Section 457(f) at the relevant time. Additionally, to the extent the payments described in this Section 16 are considered, in the reasonable opinion of the UNIVERSITY'S counsel, to be "deferred compensation" subject to the special timing rule applicable to nonqualified deferred compensation as defined for purposes of Code section 3121(v)(2), the UNIVERSITY will pay the Federal Insurance Contributions Act (FICA) tax imposed under section 3101, section 3121(a), and section 3121(v)(2) before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(vi) ("FICA Tax Distribution") and each subsequent payment shall be reduced by a pro-rated portion of any FICA Tax Distribution.

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

Dr. Eric A. Wood  
VP and Director of Athletics  
Louisiana Tech University  
P.O. Box 3046  
Ruston, LA 71272

With Copy To:  
Justin Kavalir  
Legal Counsel  
Louisiana Tech University  
P.O. Box 3168Ruston, 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 he has on file with the UNIVERSITY with copy to:

Rick Smith  
Priority Sports & Entertainment  
325 N. LaSalle, Suite 650  
Chicago, IL 60654

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

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

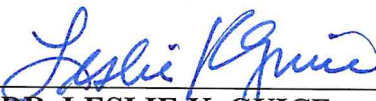
promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

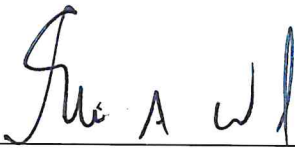
**CONTRACT OF EMPLOYMENT:  
FOOTBALL HEAD COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

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

  
\_\_\_\_\_  
**SONNY CUMBIE**  
FOOTBALL HEAD COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
CHIEF EXECUTIVE OFFICER

**RE: LOUISIANA TECH UNIVERSITY  
CONTRACT OF EMPLOYMENT  
FOOTBALL 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**

**June 23, 2022**

**Item G.2.** Louisiana Tech University's request for approval of contractual agreements between various Assistant Football Coaches, Louisiana Tech University, and the Louisiana Tech University Foundation.

**EXECUTIVE SUMMARY**

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

- **Jake Brown, Co-Offensive Coordinator** - Under the proposed agreement from December 7, 2021 through February 28, 2023, Assistant Coach's annual salary is \$125,000.
- **Peter Hopkins, Running Backs Coach** - Under the proposed agreement from January 27, 2021 through February 28, 2023, Assistant Coach's annual salary is \$85,000.
- **Scott Parr, Co-Offensive Coordinator** - Under the proposed agreement from December 8, 2021 through February 28, 2023, Assistant Coach's annual salary is \$135,000.
- **Scott Power, Defensive Coordinator** - Under the proposed agreement from December 9, 2021 through February 28, 2023, Assistant Coach's annual salary is \$220,000.
- **Dave Scholz, Head Football Performance Coach** - Under the proposed agreement from January 1, 2022 through February 28, 2023, Assistant Coach's annual salary is \$160,308.
- **Dan Sharp, Assistant Head Coach, Special Teams** - Under the proposed agreement from December 13, 2021 through February 28, 2023, Assistant Coach's annual salary is \$86,000. \$6,000 of the \$86,000 will be paid by the Foundation for fundraising and public appearance services to the Foundation.
- **Paul Turner, Safeties Coach** - Under the proposed agreement from December 13, 2021 through February 28, 2023, Assistant Coach's annual salary is \$85,000.
- **Casey Walker, Defensive Line Coach** - Under the proposed agreement from March 4, 2022 through February 28, 2023, Assistant Coach's annual salary is \$95,000.



- **Marcus Walker, Cornerbacks Coach** - Under the proposed agreement from December 13, 2021 through February 28, 2023, Assistant Coach's annual salary is \$116,000. \$6,000 of the \$116,000 will be paid by the Foundation for fundraising and public appearance services to the Foundation.
- **Nathan Young, Offensive Line Coach** - Under the proposed agreement from December 13, 2021 through February 28, 2023, Assistant Coach's annual salary is \$135,000.

### **Achievement Compensation**

In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Assistant Coach to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the Foundation, Assistant Coach shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach and in the Head Football Coach's discretion, with approval from the Director of Athletics and the Foundation.

### **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 Term. Such damages shall be paid by Foundation in regularly scheduled installments from the date of termination to the end of the Term.

Should Assistant Coach terminate this Agreement without Cause prior to the first game of the 2022 football season, Assistant Coach shall be liable to pay the Foundation 10% of his base salary within 30 days of his notice 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 contracts with Jake Brown; Peter Hopkins; Scott Parr; Scott Power; Dave Scholz; Dan Sharp; Paul Turner; Casey Walker; Marcus Walker; and Nathan Young.



G.2.a

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Jake Brown, Assistant Coach, Co-Offensive Coordinator, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 7, 2021.

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

Once approved by the Board, 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 Brown, the Louisiana Tech University Foundation, and Assistant Coach Brown'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 FOOTBALL COACH – Co-Offensive Coordinator**

**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 **JAKE BROWN** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CO-OFFENSIVE COORDINATOR**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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

### **3.0 Term**

The term of this AGREEMENT commences December 7, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

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

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

#### **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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



**9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

**10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any



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

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

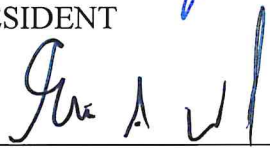
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**JAKE BROWN**

  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.b

LOUISIANA TECH  
UNIVERSITY.

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Peter Hopkins, Assistant Coach; Running Backs, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is January 27, 2022.

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

Once approved by the Board, 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 Hopkins, the Louisiana Tech University Foundation, and Assistant Coach Hopkins' 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 FOOTBALL COACH – Running Backs**

**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 **PETER HOPKINS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **RUNNING BACKS**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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 January 27, 2022, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Eighty-Five Thousand Dollars (\$85,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach



and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

## **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

## **10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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



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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

**18.0 Governing Law**

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

**19.0 Agreement Freely and Voluntarily Entered Into**

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

**SIGNATURE PAGE TO FOLLOW**

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


**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**


**PETER HOPKINS**

  
By: **LESLIE K. GUICE**  
PRESIDENT

  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Scott Parr, Assistant Coach, Co-Offensive Coordinator, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 8, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 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 Parr, the Louisiana Tech University Foundation, and Assistant Coach Parr'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 FOOTBALL COACH – Co-Offensive Coordinator**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this May day of 2022, 2022, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **SCOTT PARR** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CO-OFFENSIVE COORDINATOR**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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



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

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

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

### **3.0 Term**

The term of this AGREEMENT commences December 8, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Thirty-Five Thousand Dollars (\$135,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

**9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

**10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

**18.0 Governing Law**

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

**19.0 Agreement Freely and Voluntarily Entered Into**

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


**SIGNATURE PAGE TO FOLLOW**

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

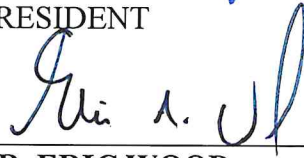
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**SCOTT PARR**

  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Scott Power, Assistant Coach, Defensive Coordinator, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 9, 2021.

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

Once approved by the Board, 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 Power, the Louisiana Tech University Foundation, and Assistant Coach Power'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 FOOTBALL COACH – Defensive Coordinator**

**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 POWER** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE COORDINATOR**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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

### **3.0 Term**

The term of this AGREEMENT commences December 9, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Two Hundred and Twenty Thousand Dollars (\$220,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

**9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

**10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications



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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**



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

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**SCOTT POWER**



By: **LESLIE K. GUICE**  
PRESIDENT

ASSISTANT FOOTBALL COACH



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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.e

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Dave Scholz, Assistant Coach, Head Performance, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is January 1, 2021.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the June 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 Scholz, the Louisiana Tech University Foundation, and Assistant Coach Scholz'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 FOOTBALL COACH – Head Football Performance Coach**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 30<sup>TH</sup> day of MAY, 2022, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **DAVE SCHOLZ** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **HEAD FOOTBALL PERFORMANCE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **HEAD FOOTBALL PERFORMANCE 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 January 1, 2022, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred Sixty Thousand Three Hundred Eight Dollars (\$160,308.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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



## **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

## **10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum



extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**

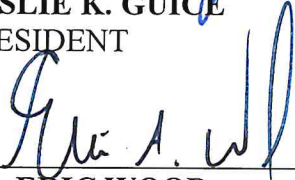
**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – HEAD FOOTBALL PERFORMANCE COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

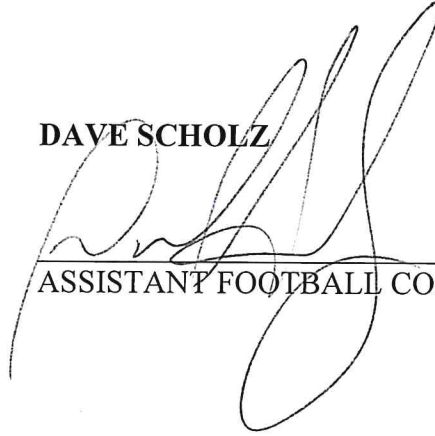


By: **LESLIE K. GUICE**  
PRESIDENT



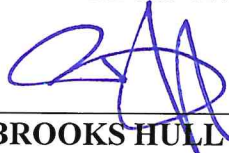
By: **DR. ERIC WOOD**  
VICE PRESIDENT AND  
DIRECTOR OF ATHLETICS

**DAVE SCHOLZ**



ASSISTANT FOOTBALL COACH

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Dan Sharp, Assistant Coach; Special Teams, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 13, 2021.

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

Once approved by the Board, 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 Sharp, the Louisiana Tech University Foundation, and Assistant Coach Sharp'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 FOOTBALL COACH – Assistant Head Coach; Special Teams**

**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 **DAN SHARP** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT HEAD COACH; SPECIAL TEAMS**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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 December 13, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Eighty Thousand Dollars (\$80,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH six thousand dollars (\$6,000) payable in equal monthly installments of five hundred dollars during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION. ASSISTANT COACH shall receive a prorated monthly payment for any partial month of employment.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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



6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

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

income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

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

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH

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

**9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

**10.0 Termination Without Cause**

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

**16.0 Merger Clause/No Oral Modification**

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agreements, promises or representations between the parties regarding the subject matter of this AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **17.0 Sole Remedy**

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

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – ASSISTANT HEAD COACH; SPECIAL TEAMS**

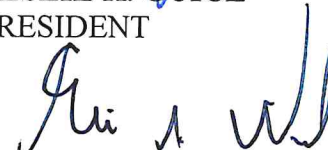
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**DAN SHARP**

  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.g

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Paul Turner, Assistant Coach; Safeties, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 13, 2021.

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

Once approved by the Board, 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 Turner, the Louisiana Tech University Foundation, and Assistant Coach Turner'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 FOOTBALL COACH – Safeties**

**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 **PAUL TURNER** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **SAFETIES COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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



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

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **SAFETIES 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 December 13, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Eighty-Five Thousand Dollars (\$85,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

**9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

**10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **18.0 Governing Law**

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

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

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


**SIGNATURE PAGE TO FOLLOW**

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

**SIGNATURE PAGE**

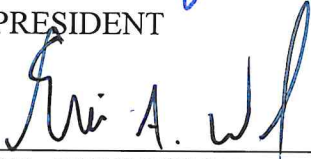
**LOUISIANA TECH UNIVERSITY**

**PAUL TURNER**



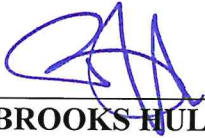
By: **LESLIE K. GUICE**  
PRESIDENT

ASSISTANT FOOTBALL COACH



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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.h

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Casey Walker, Assistant Coach; Defensive Line, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is March 4, 2022.

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

Once approved by the Board, 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



**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – Defensive Line**

**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 **CASEY WALKER** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE LINE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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

### **3.0 Term**

The term of this AGREEMENT commences March 4, 2022, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Ninety-Five Thousand Dollars (\$95,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach

and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

## **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

## **10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications



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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**



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

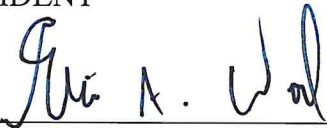
**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

**CASEY WALKER**

  
\_\_\_\_\_  
By: **LESLIE K. GUICE**  
PRESIDENT

  
\_\_\_\_\_  
ASSISTANT FOOTBALL COACH

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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
\_\_\_\_\_  
By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.i

LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

June 1, 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 Mr. Marcus Walker, Assistant Coach; Cornerbacks, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 13, 2021.

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

Once approved by the Board, 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

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

**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 **MARCUS WALKER** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CORNERBACKS COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

2.6. ASSISTANT COACH agrees to make himself reasonably available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, or FOUNDATION may reasonable designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **CORNERBACKS 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 December 13, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Ten Thousand Dollars (\$110,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH six thousand dollars (\$6,000) payable in equal monthly installments of five hundred dollars during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION. ASSISTANT COACH shall receive a prorated monthly payment for any partial month of employment.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

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

income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

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

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

8.3. ASSISTANT COACH acknowledges and agrees that (1) ASSISTANT COACH



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

#### **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

#### **10.0 Termination Without Cause**

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment. If ASSISTANT COACH should obtain such new employment prior to the last installment payment of liquidated damages, ASSISTANT COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to ASSISTANT COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor.

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

#### **14.0 Invalid Provisions**

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

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

### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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



agreements, promises or representations between the parties regarding the subject matter of this AGREEMENT. This AGREEMENT cannot be changed, modified or amended except by written instrument signed by both parties.

#### **17.0 Sole Remedy**

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

#### **18.0 Governing Law**

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

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

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

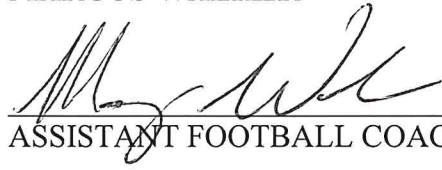
**SIGNATURE PAGE TO FOLLOW**

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

**SIGNATURE PAGE**

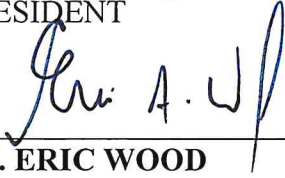
**LOUISIANA TECH UNIVERSITY**

**MARCUS WALKER**



By: **LESLIE K. GUICE**  
PRESIDENT

ASSISTANT FOOTBALL COACH



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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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



G.2.j

LOUISIANA TECH  
UNIVERSITY.

OFFICE OF THE PRESIDENT

June 1, 2022

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

Dear Dr. Henderson:

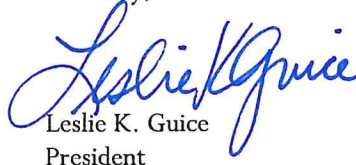
Enclosed for your review is a Contract of Employment between Mr. Nathan Young, Assistant Coach; Offensive Line, Football, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is December 13, 2021.

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

Once approved by the Board, 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,

  
Leslie K. Guice  
President

enclosures

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – Offensive Line**

**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 **NATHAN YOUNG** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **OFFENSIVE LINE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Football Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

## **2.0 Duties**

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

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

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

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

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

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

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

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

### **3.0 Term**

The term of this AGREEMENT commences December 13, 2021, and ends February 28, 2023. This AGREEMENT shall be automatically renewable for a one-year term on March 1st of each year. (the initial term and any and all renewals hereinafter referred to individually and collectively as the "Term") Either UNIVERSITY or ASSISTANT COACH may deliver written notice to the other party at any time prior to the expiration of the current term electing not to renew the AGREEMENT for an additional term.

#### **4.0 Base Salary**

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Thirty-Five Thousand Dollars (\$135,000.00) payable in biweekly installments through UNIVERSITY payroll.

#### **5.0 Employee Benefits**

5.1 UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT.

5.2 Should ASSISTANT COACH be relocating to assume their position, FOUNDATION will reimburse ASSISTANT COACH for moving expenses in an amount not to exceed 5% of their annual salary.

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

6.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, ASSISTANT COACH shall be eligible to receive, **but is not guaranteed to receive**, a supplemental payment in an amount to be determined by the Head Football Coach



and in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

6.2. Any supplemental payment awarded to ASSISTANT COACH pursuant to this section shall be payable within 60 days of the Head Football Coach awarding the supplemental payment from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

7.3. ASSISTANT COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income or benefits from (1) endorsement or consultation contracts with apparel

companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer, and the UNIVERSITY shall have reasonable access to all records of ASSISTANT COACH to verify this report (NCAA Bylaw 11.2.2).

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

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA 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 major, deliberate or serious violations of NCAA, Conference and UNIVERSITY regulations.

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

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

## **9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

## **10.0 Termination Without Cause**

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

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

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first game of the 2022 football season, ASSISTANT COACH shall be liable to pay the Louisiana Tech Foundation 10% of the base salary specified in Section 4.0.

10.3. 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.

10.4. 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 and federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to ASSISTANT COACH shall cease as of the effective date of such termination.

10.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 10.1, shall be subject to ASSISTANT COACH's duty to mitigate his damages. ASSISTANT COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications

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

#### **11.0 Termination With Cause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **13.0 Termination – General Provisions**

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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



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

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

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

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

Brooks Hull, CEO  
Louisiana Tech University  
Foundation, Inc.  
207 W. Alabama Avenue  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to ASSISTANT COACH shall be sent to his address on file with the university.

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

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

#### **17.0 Sole Remedy**

ASSISTANT COACH agrees his sole and exclusive remedy against UNIVERSITY and FOUNDATION in the event of termination of this AGREEMENT by UNIVERSITY for any reason shall be in accordance with the provisions set forth in this AGREEMENT. To the maximum

extent permitted by law, in no event shall either UNIVERSITY or FOUNDATION be liable for direct, indirect, special, incidental, consequential damages, or punitive damages regardless of the form of action (whether in contract, tort, or otherwise) except as specified in this AGREEMENT.

#### **18.0 Governing Law**

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

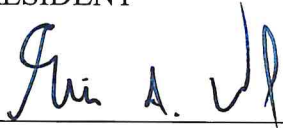


By: **LESLIE K. GUICE**  
PRESIDENT

**NATHAN YOUNG**

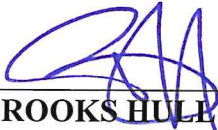


ASSISTANT FOOTBALL COACH



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

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**



By: **BROOKS HULL**  
CEO, LOUISIANA TECH FOUNDATION

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

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