

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

ATHLETIC COMMITTEE

April 27, 2023

Item G.1. **Grambling State University’s** request for approval of a contract with Ms. Courtney Simmons, Head Women’s Basketball Coach, effective May 1, 2023.

EXECUTIVE SUMMARY

Under this agreement, through June 30, 2027, Coach will earn \$125,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental payments in recognition of a specific and extraordinary achievement based on benchmark/goals for the program’s highest place finish for the respective postseason event as described. Supplemental incentive payments for specific and extraordinary achievements are to be paid from auxiliary revenues generated through athletic department activities, private fundraising, and outside groups or agencies. All supplemental payments will be paid by GSU from available funds prior to June 30 of the respective contract year to the Coach through the University’s normal payroll process. Supplemental compensation for achieving athletic performance goals:

| Benchmark/Goals | Head Coach School Incentives | Head Coach Adidas Incentive |
|---|------------------------------|-----------------------------|
| APR 985+ first year achieved | \$2,500 | |
| APR 985+ each year beyond first year achieved | \$3,500 | |
| 20+ wins in a season | \$2,500 | |
| Each win over a Power 5 Conference School | \$2,500 | |
| SWAC Regular Season Champion or Co-Champion | \$5,000 | |
| SWAC Tournament Champion or NCAA Tournament Invitation (including Play in Game) | \$5,000 | \$50,000 |
| SWAC Coach of the Year | \$2,500 | \$25,000 |
| Naismith Coach of the Year | \$5,000 | \$100,000 |
| NCAA Play-in Game Win | \$5,000 | |
| NCAA 1st Round Win (cumulative with prior rounds) | \$5,000 | |
| NCAA 2nd Round Win (cumulative with prior rounds) | \$15,000 | |
| NCAA Round of 16 Win (cumulative with prior rounds) | \$20,000 | |
| NCAA Round of 8 Win (cumulative with prior rounds) | \$30,000 | |
| NCAA Final Four Win | \$40,000 | |
| NCAA Championship | \$35,000 | \$50,000 |
| WNIT Post Season Appearance | \$2,500 | |
| Each WNIT Post Season Win (cumulative with prior rounds) | \$2,500 | |
| WNIT Final Four Win (cumulative with prior rounds) | \$5,000 | |
| WNIT Championship Win (cumulative with prior rounds) | \$10,000 | |

In the event the University terminates this agreement without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2024. If the option to renew is exercised in year 1 by April 15, 2024, this agreement shall be guaranteed for an additional year, if the University terminates after June 30, 2025. Beginning on the date of termination, Coach shall be entitled to the base annual salary that she would have earned for the remainder of the term of this agreement and any performance incentives earned as of the date of termination as an accounts payable. If applicable, the parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Grambling University Foundation.

In the event Coach terminates this agreement without cause to become a women's head basketball coach, Coach would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Ms. Courtney Simmons, Head Women's Basketball Coach, effective May 1, 2023.*



CONTRACT OF EMPLOYMENT

HEAD WOMEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into May 1, 2023, between Grambling State University and through its President, Richard J. Gallot, Jr. and **Courtney Simmons** (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (the "Board"), the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head women's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to women's basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics. COACH shall not be reassigned to any other role/position for any reason without COACH's prior written notice.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

2.0 Term

- 2.1 The term of this agreement is for a fixed period of (4) years, commencing on the 1st day of May, 2023 and terminating without further notice to COACH on the 30th day of June 2027, unless extended under the terms of this agreement.
- 2.2 This agreement has an option to renew, with a one-year extension, 15 days prior to the end of year two which is April 30, 2025.
- 2.3 This agreement is renewable for one year, fully guaranteed, if the VP of Athletics leaves the University within the original four-year term of the agreement for the remaining term of the agreement after the VP of Athletics leaves.
- 2.4 This agreement is renewable solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

3.0 Compensation

- 3.1 So there is no ambiguity, compensation is aligned with the fiscal year for budgeting. Year 1 ends June 30, 2024, and each subsequent year ends on June 30. In consideration of COACH'S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary in accordance with the schedule below for the term of this agreement, payable on a monthly basis:

| | | |
|--------|-----------|---|
| Year 1 | \$125,000 | |
| Year 2 | \$125,000 | |
| Year 3 | \$125,000 | |
| Year 4 | \$125,000 | |
| Year 5 | \$125,000 | *(If option to renew exercised in year 2 before 4/15/2025) |
| Year 6 | \$130,000 | *(If Current VP of Intercollegiate Athletics is no longer VP of Athletics during the original 4-year term (on or before June 30, 2027), 1 additional year will added. |

- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 11.
- 3.3 Supplemental Payments. In addition to the annual compensation above, COACH shall be entitled to supplemental payments in recognition of a specific and extraordinary achievement in accordance with NCAA Bylaws 11.3.2.3.
 - a.) Supplemental payments as described in this section shall include COACH as well as each women's basketball assistant coach and women's basketball director of operations.

b.) Supplemental payments shall be based on benchmark/goals for the program's highest place finish for the respective postseason event as described in 3.3.1 through 3.3.19 as follows:

| | Benchmark/Goals | Head Coach School Incentives | Head Coach Adidas Incentive | Each Assistant Coach & Dir. Of BB Operations School Incentives |
|--------|--|-------------------------------------|------------------------------------|---|
| 3.3.1 | APR 985+ first year achieved | \$2,500 | | \$500 |
| 3.3.2 | APR 985+ each year beyond first year achieved | \$3,500 | | \$500 |
| 3.3.3 | 20+ wins in a season | \$2,500 | | \$500 |
| 3.3.4 | Each win over a Power 5 Conference School | \$2,500 | | \$1,000 |
| 3.3.5 | SWAC Regular Season Champion or Co-Champion | \$5,000 | | \$1,000 |
| 3.3.6 | SWAC Tournament Champion / *AC or NCAA Tournament Invitation (incl Play in Game) | \$5,000 | \$50,000 | \$1,000 |
| 3.3.7 | SWAC Coach of the Year | \$2,500 | \$25,000 | \$500 |
| 3.3.8 | Naismith Coach of the Year | \$5,000 | \$100,000 | \$2,500 |
| 3.3.9 | NCAA Play-in Game Win | \$5,000 | | \$2,000 |
| 3.3.10 | NCAA 1st Round Win (cumulative with prior rounds) | \$5,000 | | \$1,500 |
| 3.3.11 | NCAA 2nd Round Win (cumulative with prior rounds) | \$15,000 | | \$2,000 |
| 3.3.12 | NCAA Round of 16 Win (cumulative with prior rounds) | \$20,000 | | \$2,500 |
| 3.3.13 | NCAA Round of 8 Win (cumulative with prior rounds) | \$30,000 | | \$3,500 |
| 3.3.14 | NCAA Final Four Win | \$40,000 | | \$5,000 |
| 3.3.15 | NCAA Championship | \$35,000 | \$50,000 | \$10,000 |
| 3.3.16 | WNIT Post Season Appearance | \$2,500 | | \$500 |
| 3.3.17 | Each NIT Post Season Win (cumulative with prior rounds) | \$2,500 | | \$500 |
| 3.3.18 | WNIT Final Four Win (cumulative with prior rounds) | \$5,000 | | \$1,000 |
| 3.3.19 | WNIT Championship Win (cumulative with prior rounds) | \$10,000 | | \$1,500 |

3.4. Supplemental incentive payments for specific and extraordinary achievements may be paid from auxiliary revenues generated through athletic department activities, private fundraising and outside groups or agencies.

3.5 All supplemental payments made by the University will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year.

- 3.6 In accordance with NCAA Bylaws 11.3.2.3, the University permits an outside group or agency to supplement COACH's salary with a direct cash payment in recognition of a specific and extraordinary achievement as described in 3.3 above.
- 3.7 Funds donated to the University for an unspecified achievement shall be used as determined by the University, at its sole discretion which may or may not be used to supplement salary. (NCAA Bylaws 11.3.2.2)
- 3.8 University shall provide reimbursement of relocation expenses up to a maximum amount of 6,500 after the submission of original receipts.

4.0 Contracts for Broadcast and/or Telecast

- 4.1 COACH may host a television/radio show to promote the Grambling State University Women's Basketball Team.
- 4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
 - 4.2.1 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.
 - 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
 - 4.2.4 The COACH agrees to protect, indemnify and save harmless the University from and against any all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.
 - 4.2.5 The COACH is an independent contractor during said television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - 4.2.6 The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television/radio show.

5.0 Camps and Clinics

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. In no event shall the University receive less than normal operational cost of facility rental / usage. The use of University facilities will be determined by the availability of those facilities as established by the University. Within sixty (60) days of the closing of any Camp or Clinic, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Lady Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp or Clinic programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or said designee. Nothing in this section shall prohibit the Head Coach from operating a basketball camp unrelated to the University upon his termination from University employment.
- 5.2 It is specifically agreed that in the operation of such camps or clinic, COACH acts for herself in her private capacity and not as an agent or employee of the University. This agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- 5.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.
- 5.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- 5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
- 5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.
- 5.2.3.2 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- 5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the VP of Athletics.
- 5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 5.4 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- 5.5 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.
- 5.6 The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- 5.7 The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions, which may arise out of the operation of summer camps.

6.0 Employee Benefits

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

7.0 Outside Income-Subject to Compliance with Board Rules

- 7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of her University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 5.0 above, COACH shall be entitled to retain revenue generated from her operation of women's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 7.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

- 7.3 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see NCAA Bylaw 11.2.2).

8.0 Income or benefits from other sources (Endorsements or Consultation Contracts with Apparel, Television and Radio Programs, Equipment Manufacturers etc.)

- 8.1 During the Term COACH acknowledges that he is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules. If applicable, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through her endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.
- 8.2 COACH's shall report athletically related income or benefits from a source outside the institution (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities; etc.); unless such earnings [other than cash or cash equivalent (as opposed to tangible items) of the total amount received is \$600 or less] to the President or chancellor on an annual basis. (See NCAA Bylaw 11.3.2.1.1.)

9.0 Compliance with NCAA, Conference, University, Title IX, Sexual Misconduct Policy Reporting and Procedures and Morality

- 9.1 COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to COACH. COACH shall promote an atmosphere of compliance within their program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the COACH.
- 9.2 COACH shall abide by the rules and regulations of the NCAA, Conference and University policy.

(a) COACH has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3); and

(b) A COACH 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 Bylaw 19), including suspension without pay or termination of employment as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1).

- 9.3 COACH, shall promptly report to Grambling State University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency 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.

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.

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

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

10.0 Basketball Staff

- 10.1 COACH shall have the authority to select unclassified women's basketball personnel upon authorization by the VP of Athletics and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of women's basketball games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

11.0 Termination

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

- 11.2 In the event the University terminates this agreement without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2024. If the option to renew is exercised in year 1 by April 15, 2024, this agreement shall be guaranteed for an additional year, if the University terminates after June 30, 2025. Beginning on the date of termination, COACH shall be entitled to the base annual salary that she would have earned for the remainder of the term of this agreement and any performance incentives earned as of the date of termination as an accounts payable. If applicable, the parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Grambling University Foundation.
- 11.3 In the event COACH terminates this agreement without cause to become a women's head basketball coach, COACH would be liable to the University for liquidated damages of 50% of the base salary that she would have earned in the last year of the contract. The liquidated damages shall be due and payable over six (6) months in six (6) equal payments from the date of termination. If COACH terminates this contract for any other reason than becoming employed as a basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, then the COACH shall have no responsibility, obligation, or liability to the University.
- 11.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies, including any reporting obligations under Title IX (as referenced in Section 11.7) or procedures; COACH's unreasonable failure to utilize her best efforts in the fulfillment of her duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months of her base annual salary in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty days of her base annual salary pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.
- 11.6 For purposes of clarity and avoidance of doubt, in the event COACH is terminated for reasons not included in 11.4 and 11.5 above, COACH shall be entitled to be paid for all base

annual salary, incentive compensation, and any and all other benefits earned as of the effective date of termination.

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

TRAYVEAN SCOTT, PH.D DATE
VP OF INTERCOLLEGIATE
ATHLETICS/AD

RICHARD J. GALLOT, JR., JD DATE
PRESIDENT

COURTNEY SIMMONS DATE
WOMEN’S BASKETBALL
HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2023.

JAMES B. HENDERSON, PH.D
SECRETARY-BOARD OF SUPERVISORS
UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

April 27, 2023

Item G.2. Grambling State University's request for approval of a contract addendum with Dr. Trayvean Scott, Vice President of Intercollegiate Athletics/Athletic Director, effective July 1, 2023.

EXECUTIVE SUMMARY

Under this contract addendum, the contract that commenced on August 1, 2021 and set to expire on June 30, 2025, is extended for an additional three years and shall terminate without further notice on June 30, 2028.

The Vice President of Intercollegiate Athletics/Athletic Director will earn a minimum base annual salary from the University of \$190,000 to be paid in monthly installments starting in Year 3 effective July 1, 2023. During the contract term, the Vice President of Intercollegiate Athletics/Athletic Director is entitled to an annual supplemental payment in the amount of \$20,000 respectively in Years 3 and 4; and \$25,000 respectively in Years 5, 6, and 7 payable in monthly installments through the University's normal payroll process. The Grambling University Foundation is the source for the annual supplemental payments for Years 3 through 7 which will be donated to the University. The University, at its sole discretion, may use such funds to supplement the Vice President of Intercollegiate Athletics/Athletic Director's salary.

Vice President of Intercollegiate Athletics/Athletic Director may be terminated by the President at any time for just cause.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract addendum with Dr. Trayvean Scott, Vice President of Intercollegiate Athletics/Athletic Director, effective July 1, 2023.

**ADDENDUM TO AN EXISTING EMPLOYMENT CONTRACT
VICE PRESIDENT OF INTERCOLLEGIATE ATHLETICS/ATHLETIC DIRECTOR
STATE OF LOUISIANA**

PARISH OF LINCOLN

This addendum to the existing agreement shall be effective, the **1st** day of **July, 2023**, between Grambling State University (GSU), its President, Richard J. Gallot, Jr.; Grambling University Foundation, Inc., its Chairman, Richard Rayford, MD, Ph.D and Trayvean Scott, Ph.D (hereafter referred to as “AD”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this addendum should not be considered valid until the Board provides approval.

WHEREAS, the parties agreed to modify the terms of the Employment Agreement dated August 1, 2021, as set forth herein.

NOW THEREFORE, the parties hereby agree that the following constitutes a modification of the terms and conditions in the Employment Agreement dated August 1, 2021:

1. Paragraph 2.0 of the Term shall include the following:

2.1 The term of this agreement is extended for three (3) additional years. The agreement commencing on August 1, 2021 shall terminate without further notice to AD on the 30th day of June 2028, unless extended in writing under the terms of this agreement.

2. Paragraph 3.0 of the Compensation shall include the following:

3.1 In consideration of AD’s services and satisfactory performance of this agreement, the University shall pay AD a minimum base annual salary, as well as, an annual supplemental monthly payment. The Grambling University Foundation is the source for the annual supplemental monthly payment. The university at its sole discretion, may use such funds to supplement the D’s salary. Both the annual base salary and the annual supplemental payment are payable monthly in accordance with the following schedule for the extended term of this agreement:

| | <u>GSU Base Salary</u> | <u>GUF Supplemental Payment</u> |
|--------|------------------------|---------------------------------|
| Year 3 | \$190,000 | \$20,000 |
| Year 4 | \$190,000 | \$20,000 |
| Year 5 | \$190,000 | \$25,000 |
| Year 6 | \$190,000 | \$25,000 |
| Year 7 | \$190,000 | \$25,000 |

- 3.4 In accordance with NCAA Bylaws 11.3.2.3, the University permits an outside group or agency to supplement AD’s salary with a direct cash payment in recognition of a specific and extraordinary achievement as described in 3.3 of the agreement.
- 3.5 Funds donated to the University for an unspecified achievement shall be used as determined by the University, at its sole discretion which may or may not be used to supplement salary. (NCAA Bylaws 11.3.2.2)

2. Paragraph 10.0 Termination shall include the following revised language to insert the underlined language and replace Section 10.4 to read as follows:

10.4 AD may be terminated by the President at any time for just cause. Just cause for termination of AD shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies, including any reporting obligations under Title IX (as referenced in Section 8.3) or procedures; AD's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of AD constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.

 TRAYVEAN SCOTT, PH.D
 VP OF INTERCOLLEGIATE ATHLETICS
 ATHLETICS DIRECTOR
 DATE:_____

 RICHARD J. GALLOT, JR., JD.
 PRESIDENT
 DATE:_____

 RICHARD RAYFORD, MD, PH.D
 CHAIRMAN
 GRAMBLING UNIVERSITY FOUNDATION
 DATE:_____

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 2023.

 JAMES B. HENDERSON, PH.D
 SECRETARY - BOARD OF SUPERVISORS
 UNIVERSITY OF LOUISIANA SYSTEM

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

ATHLETIC COMMITTEE

April 27, 2023

Item G.3. Grambling State University’s request for approval of a contract with Mr. Donte Jackson, Head Men’s Basketball Coach, effective April 1, 2023.

EXECUTIVE SUMMARY

Under this agreement, through March 31, 2027, Coach will earn \$215,000 to be paid in monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental payments in recognition of a specific and extraordinary achievement based on benchmark/goals for the program’s highest place finish for the respective postseason event as described. Supplemental incentive payments for specific and extraordinary achievements are to be paid from auxiliary revenues generated through athletic department activities, private fundraising, and outside groups or agencies. All supplemental payments will be paid by GSU from available funds prior to June 30 of the respective contract year to the Coach through the University’s normal payroll process. Supplemental compensation for achieving athletic performance goals:

| Benchmark/Goals | Head Coach School Incentives | Head Coach Adidas Incentive |
|---|------------------------------|-----------------------------|
| APR 985+ first year achieved | \$2,500 | |
| APR 985+ each year beyond first year achieved | \$5,500 | |
| 20+ wins in a season | \$2,500 | |
| Each win over a Power 5 Conference School | \$2,500 | |
| SWAC Regular Season Champion or Co-Champion | \$5,000 | |
| SWAC Tournament Champion | \$5,000 | \$50,000 |
| SWAC Coach of the Year | \$2,500 | \$25,000 |
| Naismith Coach of the Year | \$5,000 | \$100,000 |
| NCAA Play-in Game Win | \$5,000 | |
| NCAA 1st Round Win (cumulative with prior rounds) | \$5,000 | |
| NCAA 2nd Round Win (cumulative with prior rounds) | \$15,000 | |
| NCAA Round of 16 Win (cumulative with prior rounds) | \$20,000 | |
| NCAA Round of 8 Win (cumulative with prior rounds) | \$30,000 | |
| NCAA Final Four Win | \$40,000 | |
| NCAA Championship | \$50,000 | \$250,000 |
| NIT Post Season Appearance | \$2,500 | |
| Each NIT Post Season Win (cumulative with prior rounds) | \$2,500 | |
| NIT Final Four Win (cumulative with prior rounds) | \$5,000 | |
| NIT Championship Win (cumulative with prior rounds) | \$10,000 | |

In the event the University terminates this agreement without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2024. If the option to renew is exercised in year 1 by April 15, 2024, this agreement shall be guaranteed for an additional year, if the University terminates after June 30, 2025. Beginning on the date of termination, Coach shall be entitled to liquidated damages equivalent to the base annual salary that he would have earned in the last year of his contract and any performance incentives earned as of the date of termination as an accounts payable. If applicable, the parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Grambling University Foundation.

In the event Coach terminates this agreement without cause to become a men's head basketball coach or men's assistant basketball coach, Coach would be liable to the University for liquidated damages based on the following schedule, if prior to:

| | <u>Head Coach</u> | <u>Assistant Coach</u> |
|------------------|-------------------|------------------------|
| Year 1 (3/31/24) | \$100,000 | \$25,000 |
| Year 2 (3/31/25) | \$50,000 | \$25,000 |
| Year 3 (3/31/26) | \$25,000 | \$25,000 |
| Year 4 (3/31/27) | \$0 | \$0 |

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request for approval of a contract with Mr. Donte Jackson, Head Men's Basketball Coach, effective April 1, 2023.



CONTRACT OF EMPLOYMENT

HEAD MEN'S BASKETBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into April 1, 2023, between Grambling State University and through its President, Richard J. Gallot, Jr. and **Donte Jackson** (hereafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (the "Board"), the management board for Grambling State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 The Grambling State University (the "University") does hereby employ COACH as head men's basketball coach and COACH does hereby accept employment and agrees to perform all of the services pertaining to men's basketball which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its' President and Vice President of Intercollegiate Athletics. COACH shall not be reassigned to any other role/position for any reason without COACH's prior written notice.
- 1.2 COACH shall be responsible, and shall report, directly to Grambling State University's Vice President of Intercollegiate Athletics (the "VP of Athletics") and shall confer with the VP of Athletics or the VP of Athletics' designee on all administrative and technical matters. COACH shall also be under the general supervision of Grambling State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Grambling State University's athletic program as the VP of Athletics may reasonably assign.
- 1.4 COACH agrees to represent Grambling State University positively in public and private forums and shall not engage in conduct that reflects adversely on Grambling State University or its athletic programs.

2.0 Term

- 2.1 The term of this agreement is for a fixed period of four (4) years, commencing on the 1st day of April, 2023 and terminating without further notice to COACH on the 31st day of March 2027, unless extended under the terms of this agreement.
- 2.2 This agreement has an option of a one-year extension, which shall be exercised by Grambling State University in its sole discretion on or before April 15, 2024.
- 2.3 This agreement shall be extended for one year, if the VP of Athletics leaves the employment of the University on or before the expiration of the term (March 31, 2027 or March 31, 2028 if the option to extend has been exercised).
- 2.4 This agreement shall be extended solely upon an offer from Grambling State University and an acceptance by COACH, both of which must be in writing and signed by the parties and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Grambling State University.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, the University shall pay COACH a minimum base annual salary in accordance with the schedule below for the term of this agreement, payable on a monthly basis:

| | | |
|--------|-----------|--|
| Year 1 | \$215,000 | |
| Year 2 | \$215,000 | |
| Year 3 | \$215,000 | |
| Year 4 | \$215,000 | |
| Year 5 | \$225,000 | *(If option to renew exercised in year 1 before 4/15/2024) |
| Year 6 | \$235,000 | *(If Current VP of Intercollegiate Athletics is no longer VP of Athletics during the original 4-year term (on or before March 31, 2027), 1 additional year will added. |

3.2 The University does not guarantee amounts due under this contract beyond the year of performance. Should the contract be terminated prior to the expiration of its term, amounts due shall be in accordance with paragraph 11.

3.3 Supplemental Payments. In addition to the annual compensation above, COACH shall be entitled to supplemental payments in recognition of a specific and extraordinary achievement in accordance with NCAA Bylaws 11.3.2.3.

a.) Supplemental payments as described in this section shall include COACH as well as each men’s basketball assistant coach and men’s basketball director of operations.

b.) Supplemental payments shall be based on benchmark/goals for the program’s highest place finish for the respective postseason event as described in 3.3.1 through 3.3.19 as follows:

| | Benchmark/Goals | Head Coach School Incentives | Head Coach Adidas Incentive | Each Assistant Coach & Dir. Of BB Operations School Incentives |
|--------|---|------------------------------|-----------------------------|--|
| 3.3.1 | APR 985+ first year achieved | \$2,500 | | \$500 |
| 3.3.2 | APR 985+ each year beyond first year achieved | \$5,500 | | \$500 |
| 3.3.3 | 20+ wins in a season | \$2,500 | | \$500 |
| 3.3.4 | Each win over a Power 5 Conference School | \$2,500 | | \$1,000 |
| 3.3.5 | SWAC Regular Season Champion or Co-Champion | \$5,000 | | \$1,000 |
| 3.3.6 | SWAC Tournament Champion | \$5,000 | \$50,000 | \$1,000 |
| 3.3.7 | SWAC Coach of the Year | \$2,500 | \$25,000 | \$500 |
| 3.3.8 | Naismith Coach of the Year | \$5,000 | \$100,000 | \$2,500 |
| 3.3.9 | NCAA Play-in Game Win | \$5,000 | | \$2,000 |
| 3.3.10 | NCAA 1st Round Win (cumulative with prior rounds) | \$5,000 | | \$1,500 |
| 3.3.11 | NCAA 2nd Round Win (cumulative with prior rounds) | \$15,000 | | \$2,000 |

| | | | | |
|--------|---|----------|-----------|----------|
| 3.3.12 | NCAA Round of 16 Win (cumulative with prior rounds) | \$20,000 | | \$2,500 |
| 3.3.13 | NCAA Round of 8 Win (cumulative with prior rounds) | \$30,000 | | \$3,500 |
| 3.3.14 | NCAA Final Four Win | \$40,000 | | \$5,000 |
| 3.3.15 | NCAA Championship | \$50,000 | \$250,000 | \$10,000 |
| 3.3.16 | NIT Post Season Appearance | \$2,500 | | \$500 |
| 3.3.17 | Each NIT Post Season Win (cumulative with prior rounds) | \$2,500 | | \$500 |
| 3.3.18 | NIT Final Four Win (cumulative with prior rounds) | \$5,000 | | \$1,000 |
| 3.3.19 | NIT Championship Win (cumulative with prior rounds) | \$10,000 | | \$1,500 |

- 3.4. Supplemental incentive payments for specific and extraordinary achievements may be paid from auxiliary revenues generated through athletic department activities, private fundraising and outside groups or agencies.
- 3.5. All supplemental payments made by the University will be paid by GSU from available auxiliary funds prior to June 30 of the respective contract year.
- 3.6. In accordance with NCAA Bylaws 11.3.2.3, the University permits an outside group or agency to supplement COACH's salary with a direct cash payment in recognition of a specific and extraordinary achievement as described in 3.3 above.
- 3.7. Funds donated to the University for an unspecified achievement shall be used as determined by the University, at its sole discretion which may or may not be used to supplement salary. (NCAA Bylaws 11.3.2.2)

4.0 Contracts for Broadcast and/or Telecast

- 4.1 COACH may host a television/radio show to promote the Grambling State University Men's Basketball Team.
- 4.2 It is specifically agreed that in the filming or producing of such television shows, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
 - 4.2.1 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the television/radio show.
 - 4.2.2 Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - 4.2.3 Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
 - 4.2.4 The COACH agrees to protect, indemnify and save harmless the University from and against any all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected

with any claim or action for property loss, personal injury or death which arise out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.

4.2.5 The COACH is an independent contractor during said television activities and, as a University employee will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

4.2.6 The VP of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the television/radio show.

5.0 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. In no event shall the University receive less than normal operational cost of facility rental / usage. The use of University facilities will be determined by the availability of those facilities as established by the University. Within sixty (60) days of the closing of any Camp or Clinic, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "Grambling Tigers," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp or Clinic programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or said designee. Nothing in this section shall prohibit the Head Coach from operating a basketball camp unrelated to the University upon his termination from University employment.

5.2 It is specifically agreed that in the operation of such camps or clinic, COACH acts for himself in his private capacity and not as an agent or employee of the University. This agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:

5.2.1 Special set-ups or changes in original set-up of facilities will be taken care of by the COACH with no cost to the University.

5.2.2 The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.

5.2.3 The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the

University of Louisiana, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:

5.2.3.1 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics.

5.2.3.2 Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.2.4 The COACH's schedule to conduct such camps will be coordinated and established by COACH in consultation with the VP of Athletics.

5.3 COACH shall request annual leave to cover the dates of camp operations for all University personnel receiving supplemental compensation to work in camps. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

5.4 Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.

5.5 The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death which arise out of COACH's gross negligence or willful misconduct during the operation of said camp activities.

5.6 The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

6.0 Employee Benefits

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

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his University employment and the University shall have no responsibility for any claims arising therefrom. Subject to Section 5.0 above, COACH shall be entitled to retain revenue generated from his operation of men's basketball camps and/or basketball clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

- 7.2 COACH shall report annually in writing to the President through the VP of Athletics on July 1st all athletic related income from sources outside the University and the University shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).
- 7.3 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than the University, COACH must report all such income or benefits to the President in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see NCAA Bylaw 11.2.2).

8.0 Income or benefits from other sources (Endorsements or Consultation Contracts with Apparel, Television and Radio Programs, Equipment Manufacturers etc.)

- 8.1 During the Term COACH acknowledges that he is subject to the Louisiana Code of Governmental Ethics. COACH shall be permitted to accept compensation, goods, publicity, or gratuities of any kind, directly or indirectly, from any company, brand, designer, agency, distributor, or manufacturer in a transaction that is not prohibited. Any such transaction that is not prohibited that results in such compensation, goods, or gratuities shall be reported in accordance with the Board of Supervisors for the University of Louisiana System policies and NCAA rules. If applicable, the University shall receive and then pay to COACH any funds for which he is responsible in obtaining for the University through his endorsements of shoe, apparel or equipment manufacturers. The benefit shall not be considered earned income for the purpose of computation of retirement benefits and COACH shall be responsible for all applicable taxes. Such contracts shall not conflict with any existing contractual obligations of the University.
- 8.2 COACH's shall report athletically related income or benefits from a source outside the institution (e.g., income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities; etc.); unless such earnings [other than cash or cash equivalent (as opposed to tangible items) of the total amount received is \$600 or less] to the President or chancellor on an annual basis. (See NCAA Bylaw 11.3.2.1.1.)

9.0 Compliance with NCAA, Conference, University, Title IX, Sexual Misconduct Policy Reporting and Procedures and Morality

- 9.1 COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to COACH. COACH shall promote an atmosphere of compliance within their program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the COACH.
- 9.2 COACH shall abide by the rules and regulations of the NCAA, Conference and University policy.
- (a) COACH has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3); and

(b) A COACH 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 Bylaw 19), including suspension without pay or termination of employment as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1).

- 9.3 COACH, shall promptly report to Grambling State University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency 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.

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.

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

- 9.5 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he 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.

10.0 Basketball Staff

- 10.1 COACH shall have the authority to select unclassified men's basketball personnel upon authorization by the VP of Athletics and approval by the Board of Supervisors for the University of Louisiana System. COACH shall be responsible to set and oversee the schedule of men's basketball games and related activities, as long as such schedules are approved by the VP of Athletics and complies with all University policies and procedures.

11.0 Termination

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

- 11.2 In the event the University terminates this agreement without cause, the first two years of this agreement shall be guaranteed, if the University terminates after June 30, 2024. If the option to renew is exercised in year 1 by April 15, 2024, this agreement shall be guaranteed for an additional year, if the University terminates after June 30, 2025. Beginning on the date of termination, COACH shall be entitled to liquidated damages equivalent to the base annual salary that he would have earned in the last year of his contract and any performance incentives earned as of the date of termination as an accounts payable. If applicable, the parties agree that any amounts due beyond the current fiscal year shall be funded solely by the Grambling University Foundation.

11.3 In the event COACH terminates this agreement without cause to become a men's head basketball coach or men's assistant basketball coach, COACH would be liable to the University for liquidated damages based on the following schedule, if prior to:

| | | Head Coach | Assistant Coach |
|------------------|------------------------|------------|-----------------|
| Year 1 (3/31/24) | | \$100,000 | \$25,000 |
| Year 2 (3/31/25) | | \$ 50,000 | \$25,000 |
| Year 3 (3/31/26) | | \$ 25,000 | \$25,000 |
| Year 4 (3/31/27) | | \$0 | \$0 |
| Year 5 (3/31/28) | If option to renew | \$25,000 | \$25,000 |
| Year 6 (3/31/29) | If new VP of Athletics | \$0 | \$0 |

11.3.1 If the option to extend is timely on or before, April 15, 2024 and a one-year extension is granted after April 30, 2024, COACH shall owe the University \$25,000 as the buyout as set forth above for the extension year.

11.3.2 The liquidated damages to the University shall be due and payable over six (6) months in six (6) equal payments from the date of termination.

11.3.3 If COACH terminates this agreement for any other reason than becoming employed as a men's basketball coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, COACH shall have no responsibility, obligation, or liability to the University.

11.4 COACH may be terminated by the President taking into account the recommendation of the VP of Athletics at any time for just cause. Just cause for termination of COACH shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies, including any reporting obligations under Title IX (as referenced in Section 11.7) or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The university shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.

11.5 COACH may be terminated at any time due to: (1) natural disasters or other uncontrollable or unforeseen circumstances (force majeure) preventing the university and/or athletics department from continuing operations; (2) war or civil insurrection; (3) financial circumstances in which the University and/or the University of Louisiana System has a declaration of financial exigency. In the event of a financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months of his base annual salary in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty

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

ATHLETIC COMMITTEE

April 27, 2023

Item G.4. Louisiana Tech University's request for approval of contractual agreements between various Assistant Football Coaches/Strength Coach, Louisiana Tech University, and Louisiana Tech University Foundation.

EXECUTIVE SUMMARY

The University is requesting the approval of the following Assistant Football Coaches/Strength Coach Contracts for Employment:

- **Jake Brown** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$140,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Myles Carelock** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$85,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Cortez Carter** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$115,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in March of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Jacori Greer** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$115,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in March of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.

- **Nate Johnson** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$105,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Scott Parr** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$140,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Scott Power** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$220,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Dave Scholz** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Strength Coach's annual salary is \$160,308 payable in bi-weekly installments.
- **Dan Sharp** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$120,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in March of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Teddy Veal** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$85,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in June of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Nathan Young** - Under the proposed agreement from March 1, 2023 through February 29, 2024 Assistant Coach's annual salary is \$140,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month beginning in March of 2023 for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.

Termination

Should the University terminate the agreement without cause prior to the expiration of its current term, it shall be liable to the Assistant Coach/Strength Coach for liquidated damages which shall include all amounts of base salary which would have been owed to the Assistant

Coach/Strength Coach had he completed the current term. Such damages shall be paid by the Foundation in regularly scheduled installments from the date of termination to the end of the current term.

Should Assistant Coach/Strength Coach terminate this agreement without cause between March 1 and July 31, he shall be liable to the Foundation for 70% of his base salary as defined in the agreement. Should Assistant Coach/Strength Coach terminate this agreement without cause between August 1 and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the Foundation for 50% of his base salary as defined in the agreement. Should Assistant Coach/Strength Coach terminate this agreement without cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of contracts with Assistant Football Coaches Jake Brown, Myles Carelock, Cortez Carter, Jacori Greer, Nate Johnson, Scott Parr, Scott Power, Dan Sharp, Teddy Veal, Nathan Young, and Strength Coach Dave Scholtz.



LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Jake Brown, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, 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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Forty Thousand Dollars (\$140,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**


SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

JAKE BROWN


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


ASSISTANT FOOTBALL COACH


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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Myles Carelock, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 Carelock, the Louisiana Tech University Foundation, and Assistant Coach Carelock'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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **MYLES CARELOCK** (“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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

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4.0 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Eighty Five Thousand Dollars (\$85,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

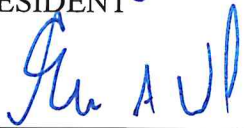
SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH**


SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


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


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

MYLES CARELOCK


ASSISTANT FOOTBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Cortez Carter, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 Carter, the Louisiana Tech University Foundation, and Assistant Coach Carter'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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **CORTEZ CARTER** (“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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Fifteen Thousand Dollars (\$115,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. The FOUNDATION for this term and any renewal term, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT. Should ASSISTANT COACH be relocating in order to accept this position, FOUNDATION shall reimburse moving expenses up to 5% of ASSISTANT COACH'S BASE 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 for participation in a bowl game in an amount to be determined

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**

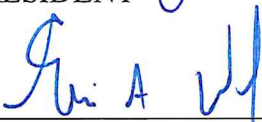
SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

CORTEZ CARTER


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


ASSISTANT FOOTBALL COACH


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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Jacori Greer, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 Greer, the Louisiana Tech University Foundation, and Assistant Coach Greer'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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **JACORI GREER** (“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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Fifteen Thousand Dollars (\$115,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. The FOUNDATION for this term and any renewal term, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT. Should ASSISTANT COACH be relocating in order to accept this position, FOUNDATION shall reimburse moving expenses up to 5% of ASSISTANT COACH'S BASE 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 for participation in a bowl game in an amount to be determined

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


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


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

JACORI GREER


ASSISTANT FOOTBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY®

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Nate Johnson, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 15, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 Johnson, the Louisiana Tech University Foundation, and Assistant Coach Johnson's attorney.

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **NATE JOHNSON** (“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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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 15, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Five Thousand Dollars (\$105,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY. Additionally, UNIVERSITY will provide ASSISTANT COACH with up to six (6) tickets per home football game for personal use. As available and in UNIVERSITY's discretion, ASSISTANT COACH is also eligible to use an automobile supplied by an automobile dealership. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this AGREEMENT. Should ASSISTANT COACH be relocating in order to accept this position, FOUNDATION shall reimburse moving expenses up to 5% of ASSISTANT COACH'S BASE 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 for participation in a bowl game in an amount to be determined

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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.

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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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**


SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


NATE JOHNSON


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


ASSISTANT FOOTBALL COACH


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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

March 31, 2023

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between **Scott Parr, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 "Leshe K. Guice".

Leshe K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 3 day of 28, 2023, 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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Forty Thousand Dollars (\$140,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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).

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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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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.

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paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

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Dr. Eric A. Wood
Vice President and
Director of Athletics
Louisiana Tech University
1650 West Alabama
Ruston, LA 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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.

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

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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

SCOTT PARR



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

ASSISTANT FOOTBALL COACH



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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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

Dear Dr. Henderson:

Enclosed for your review is a Contract of Employment between **Scott Power, Assistant Coach, Defensive Coordinator**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 29th day of MARCH, 2023, 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties as **DEFENSIVE COORDINATOR**.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 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. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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

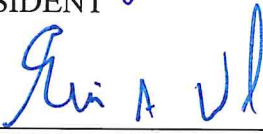
SCOTT POWER



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




ASSISTANT FOOTBALL COACH



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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT LOUISIANA
TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Dave Scholz, Strength Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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:
FOOTBALL STRENGTH COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28th day of MARCH, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **DAVE SCHOLZ** (“STRENGTH 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 FOOTBALL STRENGTH COACH

1.0 Employment

The UNIVERSITY does hereby employ STRENGTH COACH and STRENGTH COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of STRENGTH 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”). STRENGTH COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

STRENGTH 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 STRENGTH COACH as a highly visible representative of the Department of Intercollegiate Athletics at the UNIVERSITY.

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

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

2.4. Carry himself in a professional and sportsman-like manner. STRENGTH COACH recognizes 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. STRENGTH COACH agrees that academic achievement of student-athletes is of the highest importance. STRENGTH COACH agrees to carry himself in a manner that supports academic integrity.

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

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 STRENGTH 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 Salary

4.1. UNIVERSITY agrees to pay STRENGTH COACH an annual salary of One Hundred and Sixty Thousand Three Hundred and Eight Dollars (\$160,308.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute STRENGTH COACH'S BASE SALARY.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

8.0 Compliance with NCAA, Conference and University Rules

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

8.2. STRENGTH 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. STRENGTH COACH acknowledges and agrees that (1) STRENGTH 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:

STRENGTH 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 **STRENGTH 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 **STRENGTH 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 **STRENGTH COACH** for liquidated damages which shall include all amounts of BASE SALARY (defined in 4.1) which would have been owed to **STRENGTH 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 STRENGTH COACH terminate this AGREEMENT without Cause between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should STRENGTH COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should STRENGTH COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon STRENGTH COACH's signature of this AGREEMENT.

10.3. Any payments due from STRENGTH COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of STRENGTH COACH's notice of termination. This provision shall be enforceable by UNIVERSITY upon STRENGTH COACH's signature of this AGREEMENT.

10.3. Any payments due from STRENGTH COACH under this section shall be due and paid in full to FOUNDATION within thirty (30) days of STRENGTH 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 STRENGTH COACH might otherwise assert

against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, STRENGTH 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 STRENGTH COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

10.5. Except for the obligation to pay STRENGTH COACH the amount set forth in Section 10.1, all obligations of UNIVERSITY and FOUNDATION (to the extent not already accrued or vested) to STRENGTH 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 STRENGTH COACH, as described in Section 10.1, shall be subject to STRENGTH COACH's duty to mitigate his damages. STRENGTH 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 STRENGTH COACH should obtain such new employment prior to the last installment payment of liquidated damages, STRENGTH COACH shall notify the Director of Athletics of such new employment. Any further obligation of UNIVERSITY or FOUNDATION to STRENGTH 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 STRENGTH 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 STRENGTH COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Football STRENGTH COACH, neglect by STRENGTH COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Football STRENGTH COACH, STRENGTH 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 STRENGTH COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletic 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 STRENGTH COACH's supervision and direction, including student-athletes in the program, which violation was known by STRENGTH COACH in the course of his normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

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

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

11.7. Any fraud or dishonesty of STRENGTH 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, 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 STRENGTH 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 athletics program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on STRENGTH COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of STRENGTH 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. STRENGTH 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 STRENGTH 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 STRENGTH 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 STRENGTH 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 STRENGTH 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 STRENGTH COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

13.4. STRENGTH 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, STRENGTH COACH will receive as liquidated damages sums payable to STRENGTH 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 STRENGTH 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
Louisiana Tech University
Foundation, Inc.
207 W. Alabama Avenue

Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to STRENGTH 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 STRENGTH 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

STRENGTH 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 STRENGTH COACH acknowledges that he has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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:
FOOTBALL STRENGTH COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

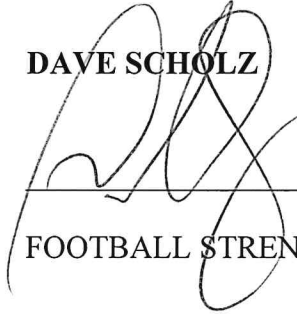


By: **Dr. LESLIE K. GUICE**
PRESIDENT



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

DAVE SCHOLZ



FOOTBALL STRENGTH COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Dan Sharp, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of March, 2023, 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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.

2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Twenty Thousand Dollars (\$120,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. The FOUNDATION for this term and any renewal term, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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** (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

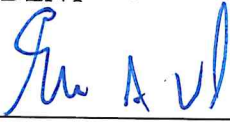
SIGNATURE PAGE TO FOLLOW

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



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


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

DAN SHARP


ASSISTANT FOOTBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the 28th day of MARCH, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH
UNIVERSITY®

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Teddy Veal, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

Once the Board approves, please sign the contract's last page indicating that the Board has approved. Upon 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 Veal, the Louisiana Tech University Foundation, and Assistant Coach Veal'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**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 29th day of March, 2023, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Les Guice, and **TEDDY VEAL** (“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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.
- 2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of Eighty Five Thousand Dollars (\$85,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. Beginning in June of 2023 through the remaining Term and any renewal Term, the FOUNDATION, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**


SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


TEDDY VEAL


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


ASSISTANT FOOTBALL COACH


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

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS



LOUISIANA TECH
UNIVERSITY

OFFICE OF THE PRESIDENT

March 31, 2023

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 **Nathan Young, Assistant Coach, Football**, and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective start date of the Contract of Employment is March 1, 2023, and ends on the last day of February 2024.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the April 2023 meeting.

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

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28 day of Nov, 2023, 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 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 ASSISTANT 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 of during the Term), as now constituted or as may be amended during the Term hereof. ASSISTANT COACH shall immediately inform HEAD COACH of any suspected violation and assist the investigation and reporting thereof.
- 2.4. Carry himself in a professional and sportsman-like manner. ASSISTANT COACH recognizes 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 reasonably designate. Such appearances shall not unreasonably conflict with ASSISTANT COACH's primary duties.

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

3.0 Term

The term of this AGREEMENT commences March 1, 2023 and ends on the last day of February of 2024. 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 Salary

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of One Hundred and Forty Thousand Dollars (\$140,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. The FOUNDATION for this term and any renewal term, through its athletic funds, agrees to pay ASSISTANT COACH \$500 monthly for assistance with fundraising and marketing initiatives.

4.3 ASSISTANT 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 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.

4.4 Payment from FOUNDATION is contingent upon ASSISTANT COACH making reasonable efforts to increase funding for Louisiana Tech Athletics and Louisiana Tech Football. ASSISTANT 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 ASSISTANT COACH'S coaching duties.

4.5 ASSISTANT 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. ASSISTANT 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.

5.0 Employee Benefits

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

6.0 Performance Incentives – Athletic Performance Goals

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

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in violation of NCAA regulations, ASSISTANT COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). ASSISTANT COACH may be suspended for a period of time, without pay, or the employment of ASSISTANT COACH may be terminated if ASSISTANT COACH is found to be involved in major, deliberate or serious violations of NCAA, Conference or 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 (defined in 4.1) 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 between March 1st and July 31st, he shall be liable to the FOUNDATION 70% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between August 1st and the day of the of the last regular season game (including a potential conference championship game should the team qualify), he shall be liable to the FOUNDATION 50% of his BASE SALARY as defined in 4.1. Should ASSISTANT COACH terminate this AGREEMENT without Cause between the day after the last regular season game (including a potential conference championship game should the team qualify) and the last day of February, he shall not liable to pay any buyout. Should this contract be renewed for any ensuing Term, the same buyout terms will apply for the specified periods of time described earlier in this paragraph. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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. This provision shall be enforceable by UNIVERSITY upon ASSISTANT COACH's signature of this AGREEMENT.

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

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, 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 athletics 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 71270

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

Lisa Bradley, Interim Vice
President for University
Advancement
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 has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and 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**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


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


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

NATHAN YOUNG


ASSISTANT FOOTBALL COACH

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: **LISA BRADLEY**
INTERIM VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
LOUISIANA TECH FOUNDATION

Approved by the Board of Supervisors of the University of Louisiana System at its meeting
on the _____ day of _____, 2023.

SECRETARY
BOARD OF SUPERVISORS