

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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.1.**      **Grambling State University’s** request for approval of a contract with Mr. Robert L. “Mickey” Joseph, Head Football Coach, effective January 2, 2024.

**EXECUTIVE SUMMARY**

Under this agreement, through December 31, 2025, Coach will earn \$325,000 to be paid in monthly installments. A \$200,000 base annual salary shall be paid by the University and a \$125,000 supplemental payment shall be paid by the Grambling University Foundation in 12 equal monthly installments. During the contract term, Coach shall have the opportunity to earn supplemental payments for achieving benchmark/goals as described below through the University’s normal payroll process. All supplemental payments for achieving benchmark/goals will be paid by GSU from available auxiliary funds prior to March 1 of the respective contract year. Supplemental payments for achieving athletic benchmark/performance goals are described as follows:

- Football Bowl Subdivision                      \$10,000 (Bowl Game Appearance)
- Black College National Champion            \$25,000
- Celebration Bowl Champion                    \$25,000
- SWAC Coach of the Year                        \$10,000
- SWAC Conference Title                         \$10,000
- Bayou Classic Champion                        \$10,000
- Change Conference (one-time)                \$50,000 (Change From Football  
Championship Series to Football Bowl Series)

In the event that Coach is terminated without cause, this agreement shall be guaranteed in full such that if the University terminates before December 31, 2025, of such termination, Coach shall be paid the full amount of his remaining compensation (which includes his paragraph 3.1 base annual salary, plus his paragraph 3.2 supplemental payment, plus any paragraph 3.4 supplemental payments that are earned). The University shall pay its respective share from the date of termination through the current fiscal year. Any remaining balance shall be paid from the Foundation or Athletic Restricted Funds. Any such remaining payment(s) shall be made by the University or Foundation, at its option, in either a lump sum as an account payable within 60 days of the effective date of termination or in 6 equal monthly installments from the date of termination.

In the event Coach terminates the agreement without cause to become a football coach at another institution, then Coach would be liable to the University for liquidated damages in the amount of any remaining 3.1 base salary that he would have earned from the date of his notice of termination through the remaining term of this agreement as well as any remaining 3.2 supplemental payment that he would have earned from the date of Coach’s notice of termination through the remaining term of this agreement. Any such payment shall be made by Coach either in a lump sum within 60 days of the effective date of termination or in equal monthly installments

over the remaining term of this agreement. However, if Coach terminates this contract for any other reason than becoming employed as a football coach and becomes employed as a football coach within 180 days from the date of termination by Coach, he shall be liable to the University in the amount of 50% of any remaining base salary that he would have earned in the last year of this agreement for liquidated damages. Any such payment shall be made by Coach either in a lump sum within 60 days of the effective date of termination or in equal monthly installments over the remaining term of this agreement.

### **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. Robert L. "Mickey" Joseph, Head Football Coach, effective January 2, 2024.*





Office of the President

February 15, 2024

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

**SUBJECT: REQUEST FOR APPROVAL OF A CONTRACT WITH ROBERT L. "MICKEY"  
JOSEPH, HEAD FOOTBAL COACH, EFFECTIVE JANUARY 2, 2024**

Grambling State University respectfully requests approval of a contract with Robert L. "Mickey" Joseph, Head Football Coach, effective January 2, 2024.

Your favorable consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Connie Walton".

Connie Walton, Ph.D.  
Interim President

CRW:kds

Attachment



## CONTRACT OF EMPLOYMENT HEAD FOOTBALL COACH

STATE OF LOUISIANA

PARISH OF LINCOLN

This Agreement is made and entered into on this **2nd** day of **January 2024**, between Grambling State University, through its Interim President, Connie Walton, Ph.D., and **Robert L. “Mickey” Joseph** (hereafter referred to as “COACH”). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Grambling State University, and therefore the terms and conditions set forth in this Agreement should not be considered a valid contract until approval is provided by the Board.

### 1.0 Employment

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

### 2.0 Term

- 2.1 The term of this Agreement is for a fixed period commencing on the 2<sup>nd</sup> day of January, 2024, and terminating without further notice to COACH or the University on the 31<sup>st</sup> day of December 2025, unless extended under the terms of this Agreement. For purposes of clarity in this Agreement, each period beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup> shall be considered a “Contract Year.”
- 2.2 This Agreement has an option to renew, with a 1 year extension, 5 days after year two concludes on or about January 5, 2026.
- 2.3 During the first two years, this Agreement has an option for a 1 year extension if COACH wins 8 games in a season.
- 2.4 With regard to paragraphs 2.2 and 2.3 above, or any other extension or renewal of this Agreement by the University and an acceptance by COACH, such action must be in

writing and signed by both parties as well as approved by the Board. This Agreement in no way grants COACH a claim to tenure in employment or at Grambling State University nor does it grant University the unilateral right to extend or renew this Agreement without written acceptance and approval by COACH

### 3.0 Compensation

- 3.1 In consideration of COACH’S services and satisfactory performance of this Agreement, the University shall pay COACH a minimum base annual salary of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) per Contract Year for the term of this Agreement, payable on a monthly basis in twelve (12) equal installments.
- 3.2 COACH shall receive a supplemental payment from the Grambling University Foundation (the “Foundation”) of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) payable monthly in twelve (12) equal installments. Section 3.2 of this Agreement is an authorized related activity through the University’s and the Foundation’s Affiliation Agreement, previously approved by the Board of Supervisors of the University of Louisiana System. The signature of the Foundation’s authorized representative warrants the same as a binding obligation of the Foundation.
- 3.3 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, or no reason at all, amounts due shall be determined in accordance with Section 11.
- 3.4 Supplemental Payments. In addition to the annual compensation above, and in each Contract Year when the benchmarks/goals below are achieved, COACH shall be entitled to supplemental payments in recognition of a specific and extraordinary achievement(s) in accordance with NCAA Bylaws 11.3.2.3.
  - a) Supplemental payments as described in this section shall include each assistant football coach and football director of operations not to exceed ONE THOUSAND (\$1,000) per assistant coach and football director of operations as deemed applicable for one or more benchmarks/goals achieved respectively in 3.4.1 thru 3.4.7 described below to be determined at COACH’S discretion.
  - b) Supplemental payments for COACH shall be based on achieving the following benchmarks/goals and COACH shall be paid for each one or more that he achieves in any given Contract Year as deemed applicable based on 3.4.1 thru 3.4.7 below.

	<u>Coach</u>
3.4.1 Football Bowl Subdivision Bowl Game Appearance	\$10,000.00
3.4.2 Black College National Champion	\$25,000.00
3.4.3 Celebration Bowl Champion	\$25,000.00
3.4.4 SWAC Coach of the Year	\$10,000.00
3.4.5 SWAC Conference Title	\$10,000.00
3.4.6 Bayou Classic Champion	\$10,000.00

3.4.7 Change Conference (one-time) \$50,000.00  
From Football Championship Series to Football Bowl Series

- 3.5 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 but regardless of the source, the University guarantees such Payments.
  - 3.6 All supplemental payments shall be paid to COACH by the University no later than March 1<sup>st</sup> immediately following the end of the Contract Year.
  - 3.7 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 3.4 above. However, nothing contained in this paragraph 3.8 shall modify or nullify the University's obligation to pay any Supplemental (or other) payment to COACH and to do so no later than March 1<sup>st</sup> as specified above.
  - 3.8 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). However, nothing contained in this paragraph 3.8 shall modify or nullify the University's obligation to pay any Supplemental (or other) payment to COACH and to do so no later than March 1<sup>st</sup> as specified above.
  - 3.9 COACH shall be entitled to and the University shall provide a car stipend for one vehicle in the amount of \$600 per month and a monthly cell phone stipend in the amount of \$75.
  - 3.10 COACH shall be entitled to reimbursement of his out-of-pocket expenses for relocation and/or temporary housing costs for up to 90 days, not to exceed \$15,000 upon submission of receipts to the VP of Athletics.
  - 3.11 COACH shall be entitled to 12 tickets for home games and the University will make every reasonable accommodation to obtain a suite at venues where available and/or in the alternative request additional tickets at outside venues that the University is requested to attend that are dedicated for COACH to use at his discretion.
- 4.0 Contracts for Broadcast and/or Telecast
- 4.1 COACH may host a television/radio show to promote the Grambling State University Football Team.
  - 4.2 It is specifically agreed that in the filming or production of such television shows, if COACH acts for himself in his private capacity and not as an agent or employee of the University that this Agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
    - a) The COACH agrees to pay the University all out-of-pocket costs estimated in advance and then actually incurred by the University in the filming or production of the television/radio show that is for personal use by COACH.
    - b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., directly associated with the filming or production of the television/radio show that is for personal use will be utilized on a complete University actually incurred cost recovery basis without any mark-up.
    - c) Complete records will be maintained regarding income and expenditures associated with said television/radio show and available for verification by University auditors.
    - d) The COACH agrees to protect, indemnify and save harmless the University from and against any 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 directly, and not indirectly, out of COACH'S gross negligence or willful misconduct resulting from said television/radio show.

- e) The COACH is an independent contractor during said non university television activities and, as a University employee will undertake reasonably to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- f) The 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 The Head Coach may operate football camp(s) and clinics ("Camp") at University facilities and shall be entitled to 65% of all net profits from operation of the Camp after the payment of all direct and reasonable expenses. The University acknowledges that the Camp may include (but is not limited to) the following Camp programs: Coaching Clinics, High School Camp; Youth Camp; Team Camp; Kicking Camp; and "7 on 7" Camp. The "Camp" must be operated in accordance with the best Louisiana practices, appropriate financial controls, and the rules, guidelines, policies, and procedures of the Athletic Department, University, SWAC and NCAA. The Coach and University agree to a 65/35 revenue share of net profits, regardless of the location or operation of the Camp; and in no event shall the University receive less than normal and reasonable direct operational costs of facility rental / usage. Within sixty (60) days of the closing of the Camp, Head Coach will provide to the University a full financial accounting of the Camp, including a statement of income and expenses, an accounting of the distribution to University employees and third parties. The Head Coach agrees that he has the right to operate this Camp only as long as he is the Head Coach and that the University will assume the right to operate the Camp upon the termination of Head Coach's employment. Solely in connection with the operation of such Camp and consistent with the University's Guidelines for Proper Trademark Use, Head Coach shall have permission to use the terms "Grambling State University," "G-Man," and all other University names, logos, trademarks, and designs, provided, however, that such permission shall not include permission to sell or distribute University or other merchandise except in accordance with this Agreement and University policy. The University will also help promote the Camp programs through announcements utilizing University controlled media as may be requested from time to time by Camp representatives and with the approval of the VP of Athletics or his designee. Nothing in this section shall prohibit the Head Coach from operating a football camp unrelated to the University upon his termination from University employment.

5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this Agreement constitutes merely a license to use the name, logos, trademarks, property and/or facilities subject to the conditions hereafter stated. COACH will be required to take annual leave for the time period in which the camp(s) or clinic(s) are operated.

- a) The COACH agrees to secure a policy of insurance from 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, COACH

and any individuals employed by him to work at the camp or clinic are named as the insured (or as an additional insured) which provides:

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

## 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 nor any entitlement to any of such revenue generated by COACH. Subject to Section 5.0 above, COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.
- 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 (See NCAA Constitution Article 11.2.2, which is included by reference for example of athletically related income).

## 8.0 Apparel, Equipment Endorsements

- 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.

8.2 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.

#### 9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and University. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1) and as described in Section 11.6 hereof.

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

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

#### 10.0 Football Staff

10.1 COACH shall have the authority to select unclassified football personnel upon authorization by the VP of Athletics and approval by the President and Board of Supervisors for the University of Louisiana System as required by board policies. COACH shall provide and gather information to schedule football 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 If without cause, this Agreement shall be guaranteed in full such that if the University terminates before December 31, 2025, of such termination, COACH shall be paid the full

amount of his remaining compensation (which includes his paragraph 3.1 base annual salary, plus his paragraph 3.2 supplemental payment, plus any paragraph 3.4 supplemental payments that are earned). The University shall pay its respective share from the date of termination through the current fiscal year. Any remaining balance shall be paid from the Foundation or Athletic Restricted Funds. Any such remaining payment(s) shall be made by the University or Foundation, at its option, in either in a lump sum as an account payable within sixty (60) days of the effective date of termination or in 6 equal monthly installments from the date of termination.

- 11.3 In the event COACH terminates the Contract without cause to become a football coach at another institution, then, COACH would be liable to the University for liquidated damages in the amount of any remaining 3.1 base salary that he would have earned from the date of COACH's notice of termination through the remaining term of this Agreement as well as any remaining 3.2 supplemental payment that he would have earned from the date of COACH's notice of termination through the remaining term of this Agreement.. Any such payment shall be made by Coach either in a lump sum within sixty (60) days of the effective date of termination or in equal monthly installments over the remaining term of this Agreement. If COACH terminates this contract for any other reason than becoming employed as a football coach, including, without limitation, retirement, health or personal reasons, disability, employment, employment in another profession, then, COACH shall have no responsibility, obligation, or liability to the University. However, if COACH terminates this contract for any other reason than becoming employed as a football coach and becomes employed as a football coach within 180 days from the date of termination by COACH, COACH shall be liable to the University in the amount of fifty percent (50%) of any remaining base salary that he would have earned in the last year of this Agreement for liquidated damages. Any such payment shall be made by Coach either in a lump sum within sixty (60) days of the effective date of termination or in equal monthly installments over the remaining term of this Agreement.
- 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, if applicable based on the facts the 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 11.6) or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; or behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University. The University shall have the sole authority to determine whether the conduct of COACH constitutes cause under this provision although it shall not be exercised arbitrarily, capricious or in a discriminatory manner. No damages shall be due if termination is for just cause.
- 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 formal declaration of financial exigency. In the event of a formally declared financial exigency, a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services and, COACH will receive six (6) months' notice of termination or six (6) months regular pay (which includes his paragraph



3.1 base annual salary, plus his paragraph 3.2 supplemental payment, plus any paragraph 3.4 supplemental payments that are earned) in lieu of such notice. In all other circumstances under this paragraph COACH will receive thirty days' notice or thirty days compensation in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

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

---

**Robert L. "Mickey" Joseph**  
Head Football Coach  
Grambling State University

---

**Connie Walton, Ph.D.**  
Interim President  
Grambling State University

---

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

---

**Dr. Janet Barnes, MD.**  
Chairperson  
Grambling University Foundation

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

PRESIDENT-BOARD OF SUPERVISORS

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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.2.** Louisiana Tech University's request for approval of a contract with Mr. Steve Voltz, Head Women's Soccer Coach, effective January 1, 2024.

**EXECUTIVE SUMMARY**

This agreement is for the period from January 1, 2024, through December 31, 2026. During this period, Coach's annual salary is \$60,000.

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

- \$10,000 for NCAA Team Championship;
- \$5,000 supplemental payment(s) for the following:
  - Conference regular season team champion;
  - Conference tournament team champion;
  - National Coach of the Year;
- \$2,500 for Conference Coach of the Year;
- \$2,000 supplemental payment(s) for the following NCAA Tournament rounds:
  - NCAA Team Tournament At-Large Bid;
  - NCAA Team Tournament Round of 32;
  - NCAA Team Tournament Round of 16;
  - NCAA Team Tournament Final 8;
  - NCAA Team Tournament Final 4;
  - NCAA Team Tournament Final 2;
- \$1,000 supplemental payment(s) for the following:
  - Single year APR > Women's Soccer Division I average;
  - Single year APR = 1000

Such salary supplements are cumulative and cannot exceed \$30,000 per contract year.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the term of the contract as detailed in the contract. The Foundation's obligation to pay Coach's guaranteed compensation for the remainder of the term of the contract shall be subject to Coach's duty to mitigate his damages.

If Coach terminates the contract without cause prior to January 1, 2026, accepting employment as a soccer coach at another NCAA institution (or similar position), he will be liable to pay \$10,000 to the Foundation within 60 days of official notice of termination.

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

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Mr. Steve Voltz, Head Women's Soccer Coach, effective January 1, 2024.*



F.2.

**LOUISIANA TECH**  
**UNIVERSITY**

**Office of the President**

**January 26, 2024**

Mr. Rick Gallot, President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Mr. Gallot::

Enclosed for your review is the Contract of Employment between **Mr. Steve Voltz, Head Coach, Women's Soccer** and Louisiana Tech University. Also joining in the contract and consenting to its obligations is the Louisiana Tech University Foundation. The effective date of the Contract of Employment is January 1, 2024, through December 31, 2026.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval for the **February 2024** 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 Head Women's Soccer Coach Voltz, the Louisiana Tech University Foundation, and Head Women's Soccer Coach Voltz's attorney.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Henderson".

Dr. James B. Henderson  
President

**CONTRACT OF EMPLOYMENT:  
SOCCER HEAD COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Jim Henderson, and Steve Voltz (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD"), the management board for Louisiana Tech University. The terms and conditions set forth in this Contract of Employment are not binding upon the parties until approval of the BOARD is obtained. Louisiana Tech University Foundation, Inc. (hereinafter referred to as "FOUNDATION") joins in this agreement consenting to the obligations incurred by the FOUNDATION. This single Contract of Employment shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF SOCCER HEAD COACH**

**1.0 Employment**

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

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S Director of Athletics and shall confer with the Director of Athletics or the Director's designee on

all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the soccer team and shall perform such other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division I soccer head coach.

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

## **2.0 Term**

2.1 The term of this agreement is for a period commencing January 1, 2024, and ending on December 31, 2026 (Term). Contract years shall be defined as the following:

Contract Year 1: January 1, 2024 to December 31, 2024

Contract Year 2: January 1, 2025 to December 31, 2025

Contract Year 3: January 1, 2026 to December 31, 2026

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

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

## **3.0 Compensation**

3.1 In consideration of COACH'S services and satisfactory performance of this



agreement, UNIVERSITY shall pay COACH a base annual salary of \$60,000 for the term of this agreement, payable on a bi-weekly basis.

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

#### **4.0 Employee Benefits**

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. Employee benefits will terminate in accordance with University policy upon the time in which COACH is no longer a UNIVERSITY employee.

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

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

Performance Incentives		
Conference Tournament Champion	\$5,000	
Conference Regular Season Champion	\$5,000	
NCAA Team Tournament At-Large Bid	\$2,000	
NCAA Team Tournament Round of 32	\$2,000	
NCAA Team Tournament Round of 16	\$2,000	
NCAA Team Tournament Final 8	\$2,000	
NCAA Tournament Final 4	\$2,000	
NCAA Team Tournament Final 2	\$2,000	
NCAA Team Championship	\$10,000	
National Coach of the Year	\$5,000	As presented by the United Soccer Coaches organization
Conference Coach of the Year	\$2,500	Official award presented by the Conference
Single Year APR > Women's Soccer DI Average	\$1,000	Beginning with the 22-23 APR report finalized in the spring of 2024
Single Year APR = 1000	\$1,000	
Incentive payout may not exceed \$30,000 per contract year.		

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

## 6.0 Camps and Clinics

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



the facilities are available at the time COACH requests said use.

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

#### **7.0 Shoe, Apparel, and/or Equipment Contracts**

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the

Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

**8.0 Outside Income-Subject to Compliance with Board Rules**

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

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

8.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically-related income from sources outside the UNIVERSITY including, but not limited to,

income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

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

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (NCAA Operating Bylaw 19). If COACH is found in violation of one or more NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (NCAA Operating Bylaw 19), including but not limited to suspension without pay or termination of employment (NCAA Operating Bylaw 11). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

9.3 COACH represents and warrants that he is not the subject of a current NCAA



investigation, and/or to the best of his knowledge has never been the subject of an NCAA investigation. In the event UNIVERSITY discovers that COACH breached the foregoing warranty, UNIVERSITY may terminate this Contract of Employment upon discovery with no further financial obligation or penalty to COACH.

#### **10.0 Termination**

10.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH \$5,000.00 beginning on the last day of the month following the date of termination for the remainder of the duration of the contract. Payment for the initial month shall be prorated based upon the date of termination.

The FOUNDATION's obligation to pay COACH for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 10.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. Unless specifically indicated via the official offer letter, any new type of employment is assumed to be permanent and monthly payments will be immediately reduced by 1/12 of the annual salary (or annualized pay if not salary) of the new position. Any such reduction shall be permanent regardless of whether or not COACH retains the new position for the duration of the

payout period.

10.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on December 31, 2026. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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

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

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

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

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

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

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



controlled substance, steroid or other chemical testing programs(s); or

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

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

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

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

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

10.3 In the event COACH terminates the contract without cause in order to accept employment as a soccer coach (or similar position) elsewhere prior to January 1, 2026 he shall be liable to pay the FOUNDATION a buyout in the amount of \$10,000 within 60 days of the date of

of termination.

**10.4. Title IX and Sexual Misconduct Policy Reporting and Compliance:**

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

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

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

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



## **12.0 Termination – General Provisions**

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

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

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

12.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, COACH will receive as liquidated damages sums payable to COACH pursuant to paragraphs 3.1 and 3.2 for the remainder of the term of the contract. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within 60 days of termination. Liquidated damages due to COACH beyond the current contract year shall be payable on an annual basis by April 1 of the contract year in which COACH would have earned the compensation. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

### 13.0 Invalid Provisions

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

### 14.0 Notice Provision

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

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to the following people or their successors:

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

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

AND

Lisa Bradley  
Interim Vice President for University Advancement  
Louisiana Tech University Foundation  
207 West Alabama  
Ruston, LA 71270

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to his official address on file with the UNIVERSITY's HR office.

**15.0 Merger Clause/No Oral Modification**

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

**SIGNATURE PAGE TO FOLLOW**

**CONTRACT OF EMPLOYMENT:  
SOCCER HEAD COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
**STEVE VOLTZ**  
SOCCER HEAD 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

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

Approved by the Board of Supervisors of the University of Louisiana System at its  
meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mr. Rick Gallot, J.D.  
President  
University of Louisiana System

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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.3.** Louisiana Tech University's request for approval of contractual agreements between various Assistant Football Coaches, Louisiana Tech University, and Louisiana Tech University Foundation.

**EXECUTIVE SUMMARY**

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

- **Jeff Burris, Co-Defensive Coordinator/Safeties Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$165,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Jeremiah Johnson, Co-Defensive Coordinator** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$200,000 payable in bi-weekly installments.
- **Keelon Brookins, Cornerbacks Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$90,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Lorenzo Joe, Wide Receivers Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$90,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.
- **Nathan Young, Co-Offensive Coordinator/Offensive Line Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$160,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month for role with Louisiana Tech Radio Network and as a fundraiser for the Foundation.

- **Teddy Veal, Running Backs Coach** - Under the proposed agreement from March 1, 2024 through February 28, 2025, Assistant Coach's annual salary is \$110,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$500 per month 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 for liquidated damages which shall include all amounts of base salary which would have been owed to the Assistant 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 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 terminate this agreement without cause between August 1 and the day 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 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 be 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 each 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 Jeff Burris, Jeremiah Johnson, Keelon Brookins, Lorenzo Joe, Nathan Young, and Teddy Veal.*





LOUISIANA TECH  
UNIVERSITY®

Office of the President

January 26, 2024

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University requests approval of the Contracts of Employment for the following six (6) Assistant Football Coaches at the **February 2024** meeting.

- Jeff Burris, Co-Defensive Coordinator/Safeties Coach
- Jeremiah Johnson, Co-Defensive Coordinator
- Keelon Brookins, Cornerbacks Coach
- Lorenzo Joe, Wide Receivers Coach
- Nathan Young, Co-Offensive Coordinator/Offensive Line Coach
- Teddy Veal, Running Backs Coach

Your approval of these contracts is very much appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Henderson", written over the typed name.

Dr. James B. Henderson  
President

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – CO-DEFENSIVE COORDINATOR/SAFETIES  
COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 27<sup>th</sup> day of JANUARY, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **JEFF BURRIS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CO-DEFENSIVE COORDINATOR/SAFETIES COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of 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 **CO-DEFENSIVE COORDINATOR/SAFETIES COACH**.

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

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2024 and ends on the last day of February 2025. 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 SIXTY-FIVE Thousand Dollars (\$165,000.00) 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 FIVE HUNDRED Dollars (\$500.00) 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 to 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 in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

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

#### **7.0 Outside Income**

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

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

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

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

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

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

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

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

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



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

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

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

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

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of BASE SALARY (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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

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

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any

amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term “cause” shall include, without limitation, any of the following:

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

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

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

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

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

11.6. 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, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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



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

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

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

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

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

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

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

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

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

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

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be



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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**


**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – CO-DEFENSIVE COORDINATOR/SAFETIES  
COACH**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
By: **JEFF BURRIS**  
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 \_\_\_\_\_, 2024.

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



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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 1<sup>st</sup> day of Feb, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **JEREMIAH 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 as **CO-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 **CO-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, 2024 and ends on the last day of February 2025. 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 Thousand Dollars (\$200,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

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

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

## **7.0 Outside Income**

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

7.2. ASSISTANT COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and

the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

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

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

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

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



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

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

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

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

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

## **10.0 Termination Without Cause**

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of BASE SALARY (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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



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

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

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

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

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

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



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

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

11.6. 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, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**

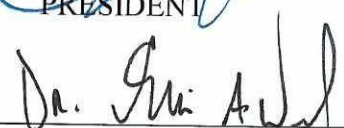
**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – CO-DEFENSIVE COORDINATOR**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
**JEREMIAH JOHNSON**  
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 \_\_\_\_\_, 2024.

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

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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28 day of January, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **KEELON BROOKINS** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CORNERBACKS COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of 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 **CORNERBACKS COACH**.

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

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2024 and ends on the last day of February 2025. 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 NINETY Thousand Dollars (\$90,000.00) 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 FIVE HUNDRED Dollars (\$500.00) 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 to 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 in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

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

## **7.0 Outside Income**

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

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

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

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

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

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

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

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

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

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

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

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

## **10.0 Termination Without Cause**

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



SALARY (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 be 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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

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

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any

amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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

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

11.6. 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, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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



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

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

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

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

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

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

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



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

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

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

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be

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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**




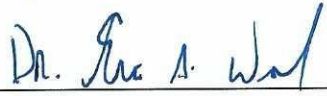
**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – CORNERBACKS COACH**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
By: **KEELON BROOKINS**  
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 \_\_\_\_\_, 2024.

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

**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – WIDE RECEIVERS COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 26<sup>th</sup> day of January, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **LORENZO JOE** (“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 **WIDE RECEIVERS 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 as **WIDE RECEIVERS COACH**.

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

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2024 and ends on the last day of February 2025. 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 NINETY Thousand Dollars (\$90,000.00) 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 FIVE HUNDRED Dollars (\$500.00) 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 to 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 in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

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

#### **7.0 Outside Income**

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

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

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



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

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

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

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

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



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

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

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

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

## **10.0 Termination Without Cause**

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of BASE

SALARY (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 be 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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

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

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any



amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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



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

11.6. 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, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be



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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**

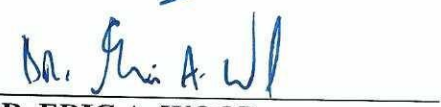
**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – WIDE RECEIVERS COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
**LORENZO JOE**  
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 \_\_\_\_\_, 2024.

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



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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 26 day of January, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **NATHAN YOUNG** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF ASSISTANT FOOTBALL COACH**

**1.0 Employment**

The UNIVERSITY does hereby employ ASSISTANT COACH as **CO-OFFENSIVE COORDINATOR/OFFENSIVE LINE COACH**, and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of 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 **CO-OFFENSIVE COORDINATOR/OFFENSIVE LINE COACH**.

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

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2024 and ends on the last day of February 2025. 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 SIXTY Thousand Dollars (\$160,000.00) 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 FIVE HUNDRED Dollars (\$500.00) 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 to 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 in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.

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

#### **7.0 Outside Income**

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

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

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

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

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

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

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

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



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

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

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

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

## **10.0 Termination Without Cause**

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to **ASSISTANT COACH** for liquidated damages which shall include all amounts of **BASE SALARY** (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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

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

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any



amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be



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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.


**SIGNATURE PAGE TO FOLLOW**



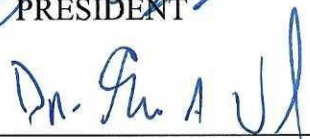
**CONTRACT OF EMPLOYMENT:  
ASSISTANT FOOTBALL COACH – CO-OFFENSIVE COORDINATOR/OFFENSIVE  
LINE COACH**

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
NATHAN YOUNG  
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 \_\_\_\_\_, 2024.

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

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

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 28<sup>th</sup> day of January, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, 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 as **RUNNING BACKS 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 as **RUNNING BACKS COACH**.

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

### **3.0 Term**

The term of this AGREEMENT commences March 1, 2024 and ends on the last day of February 2025. 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 TEN Thousand Dollars (\$110,000.00) 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 FIVE HUNDRED Dollars (\$500.00) 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 to 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 in the Head Football Coach's discretion, with approval from the Director of Athletics and the FOUNDATION.



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

#### **7.0 Outside Income**

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

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

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

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

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

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

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

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

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

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

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

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

## **10.0 Termination Without Cause**

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages which shall include all amounts of BASE SALARY (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 1<sup>st</sup> and July 31<sup>st</sup>, 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 1<sup>st</sup> 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 be 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 and federal or state constitutions, laws, regulations, or other provision of law.

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

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

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

UNIVERSITY shall have the right to terminate ASSISTANT COACH's employment and this AGREEMENT for cause prior to expiration of the Term. In the event this AGREEMENT is terminated for cause, all obligations of UNIVERSITY to make further payment or provide any other consideration hereunder shall cease as of the date of termination, with the exception of any

amounts earned but not yet paid. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

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

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

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

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



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

11.6. 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, or expense reports, or any other document pertaining or related to any sanction of the Program; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.4. ASSISTANT COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In the event of such termination, ASSISTANT COACH will receive as liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be



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

#### **14.0 Invalid Provisions**

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

#### **15.0 Notice Provision**

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

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

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

With copy to:  
Justin Kavalir  
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: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

**SIGNATURE PAGE TO FOLLOW**




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

**SIGNATURE PAGE**


**LOUISIANA TECH UNIVERSITY**

  
By: **DR. JIM HENDERSON**  
PRESIDENT

  
**TEDDY YEAL**  
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 \_\_\_\_\_, 2024.

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

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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.4.** McNeese State University's request for approval of a contract with Mr. Frank William Wade, Head Men's Basketball Coach, effective March 1, 2024.

**REVISED EXECUTIVE SUMMARY**

Under this 62-month agreement, through April 30, 2029, Coach will earn \$350,000 base salary in all years and the McNeese State University Foundation will provide an annual premium benefit to the base pay of \$350,000 in all years. In addition, Coach is eligible to receive the following incentive compensation from the Foundation:

Basketball Incentives:

- \$10,000 – Conference Regular Season Championship
- \$5,000 – Conference Tournament-finals appearance
- \$25,000 – Conference Tournament Championship
- \$25,000 – Each win at the NCAA Tournament
- \$2,500 – NIT Tournament Appearance
- \$1,000 – Each NIT Tournament Win
- \$15,000 – Conference Coach of the Year
- \$20,000 – National Coach of the Year (limit of one)

Academic Incentives:

- \$1,500 – Coach shall receive a financial incentive award for each team with a NCAA Single Year Academic Progress Rate (APR) score that is at or above 985.
- \$1,500 – Coach shall receive a financial incentive for each team with a NCAA Multi-Year Academic Progress Rate with a score at or above 975.

In the event the University terminates the contract without cause, the Foundation shall pay to Coach an amount in a lump sum equal to all total salary that would have been due to Coach under this contract had Coach remained employed by the University from the date of termination through the end of the contract term. In addition, the Foundation will also pay to Coach any Compensation or Bonus Compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.

In the event Coach terminates this contract without cause to accept a position as a head or assistant basketball coach at a different University or Community College or other educational organization or any professional athletic organization, Coach or third party shall pay University the following liquidated damages:

- If Coach terminates the contract between March 1, 2024 and August 30, 2024, University shall be entitled to receive \$1,250,000, from Coach or from third party.
- If Coach terminates the contract between September 1, 2024 and August 30, 2025, University shall be entitled to receive \$1,000,000, from Coach or from third party.
- If Coach terminates the contract between September 1, 2025 and April 30, 2026, University shall be entitled to receive \$500,000, from Coach or from third party.
- If Coach terminates the contract between May 1, 2026 and April 30, 2028, University shall be entitled to receive \$350,000, from Coach or from third party.
- If Coach terminates the contract between May 1, 2028 and April 30, 2029, University shall be entitled to receive \$0, from Coach or from third party.
- If Coach terminates the contract between March 1, 2024 and April 30, 2028 and Athletic Director Heath Schroyer is no longer employed by McNeese, the University shall be entitled to the lesser of i) the applicable liquidated damages amount or ii) \$500,000 from Coach or from third party.
- If Coach terminates this contract for any other reason than becoming employed in any position as described in this section 13.4, including without limitation, age or disability retirement, medically documented health reasons, medically documented disability, then Coach shall have no responsibility, obligation or liability for any liquidated damages to the University.

The University and the McNeese State University Foundation have combined this agreement into one joint employment agreement.

### **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 McNeese State University's request for approval of a contract with Mr. Frank William Wade, Head Men's Basketball Coach, effective March 1, 2024.





January 31, 2024

President Richard J. Gallot, Jr.  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

McNeese State University requests consideration and approval of a contractual agreement with Mr. Frank William Wade, Head Men's Basketball Coach effective March 1, 2024.

Please place this item on the ULS Board of Supervisors' agenda for the February 22, 2024 meeting.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink, reading "Daryl V. Burckel".

Dr. Daryl V. Burckel  
President

Attachments

**McNEESE STATE UNIVERSITY  
Head Basketball Coach**

**CONTRACT OF EMPLOYMENT**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

This contract is made and entered into between McNeese State University (the "University") through its President, Dr. Daryl V. Burckel, McNeese State University Foundation ("Foundation") represented by Dr. Wade Rouse, and Frank William Wade (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). 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 McNeese State University (the "University" or "McNeese State University") does hereby employ COACH as **Head Basketball Coach** and COACH does hereby accept employment and agrees to perform all of the services pertaining to 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 the University's Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to McNeese State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other program-related duties in McNeese State University's athletic program as the Director may reasonably assign.
- 1.4 COACH agrees to represent McNeese State University positively at all times and in public or in private. Further, at all times, COACH shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

**2.0 Term**

- 2.1 The term of this contract is for a fixed period of sixty-two (62) months, commencing on the **1<sup>st</sup> day of March, 2024** and terminating without further notice to COACH on the **April 30, 2029**.
- 2.2 **After April 30, 2029**, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This agreement may only be amended or extended at any time during the period of this contract by mutual written agreement of all parties.

**3.0 Compensation**

- 3.1 In consideration of COACH'S services and satisfactory performance of this contract, COACH shall receive an annualized salary ("Total Salary"), payable on a monthly basis, for the term of this contract as follows:
  - (a.) **From March 1, 2024 through April 30, 2025- \$700,000.00**
  - (b.) **From May 1, 2025 through April 30, 2026- \$700,000.00**
  - (c.) **From May 1, 2026 through April 30, 2027- \$700,000.00**
  - (d.) **From May 1, 2027 through April 30, 2028- \$700,000.00**
  - (e.) **From May 1, 2028 through April 30, 2029- \$700,000.00**
- 3.2 Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.

- 3.3 The University may permit additional (non-recurring) supplemental pay to COACH for specific and extraordinary achievement in accordance and as stipulated by the University policy entitled Bonuses for Specific and Extraordinary Achievement and as allowed by NCAA Division I bylaw 11.3.2.3.
- 3.4 In this appointment, in accordance with ULS Policy Number FS.111.XXI. -1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.
- 3.5 COACH may be eligible for cost of living or merit pay increases in addition to the stated Total Salary.
- 3.6 The above Total Salary in 3.1 shall be comprised of a McNeese State University "Base Salary" due from McNeese State University in the amount of **\$350,000.00** and a McNeese State University Foundation annual premium benefit of the balance of the annual Total Salary, \$700,000. The Foundation shall pay the annual premium benefit in equal monthly installments, which shall be due in advance of each payment to COACH, by McNeese State University. The funds shall be transferred from the Foundation to the University and paid to the COACH through the University's normal payroll process. The COACH, McNeese State University and The Foundation further agree, the Foundation annual premium benefit will be paid to COACH when received from the Foundation by McNeese State University as part of the normal payroll process. The Foundation is also responsible for any increased related benefit payments or costs associated with the annual premium benefit and Foundation shall pay McNeese State University such payments or costs when due and/or upon demand by McNeese State University.
- 3.7 During the Term, COACH shall have the opportunity to earn bonus compensation each contract year as follows (with such amounts payable to COACH within thirty (30) days of such achievement):

\$10,000	Conference Regular Season Championship
\$5,000	Conference Tournament- finals appearance
\$25,000	Conference Tournament Championship
\$25,000	Each win at the NCAA tournament
\$2,500	NIT Tournament appearance
\$1,000	Each win at the NIT tournament
\$15,000	Conference Coach of the Year
\$20,000	National Coach of the Year (limit of one)
\$1,500	Coach shall receive a financial incentive award for each team with a NCAA Single Year Academic Progress Rate (APR) score that is at or above 985.
\$1,500	Coach shall receive a financial incentive for each team with a NCAA Multi Year Academic Progress Rate with a score at or above 975

**4.0 Contracts for Broadcast and/or Telecast**

- 4.1 COACH must receive approval from the Director to host a radio or television show to promote the McNeese State University Basketball Team.
- 4.2 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

**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. The



use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.

- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) 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.
  - (b) COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - (c) COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
    - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
    - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
    - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
  - (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - (f) COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - (g) 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.
  - (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.
- 5.3 Any compensation received by COACH for the participation in camps or clinics shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

## **6.0 Courtesy / Leased Vehicle and Miscellaneous Benefits**

- 6.1 COACH may receive a courtesy/leased vehicle if an arrangement can be made through a mutually agreed upon local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH; provided, however, in the event University is unable to furnish COACH a vehicle, it shall provide him with a monthly allowance as described in Section 6.1(a). The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- (a) Should a courtesy/leased vehicle arrangement not be available with a local dealership COACH shall receive a monthly monetary allowance of \$500.00 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University, and an amount equal to the annual sum of the allowance must be transferred to the University upon signature of this agreement. The University will disburse the allowance to COACH in equal monthly installments using University normal payroll procedures.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the COACH.
- 6.3 COACH shall be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

## **7.0 Employee Benefits**

- 7.1 COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon COACH's Base Salary as provided by University.
- 7.2 University shall provide COACH a reasonable number of priority-level tickets to all home and post-season games that the University participates in.
- 7.3 COACH's spouse and immediate family shall be permitted to travel to all post-season games at no additional cost to COACH, paid by Foundation.

## **8.0 Outside Income-Subject to Compliance with Board Rules**

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of 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 (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income 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 the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.

## **9.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures**

- 9.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. COACH agrees that COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case as defined in NCAA Bylaw 19.2.3. If found in violation of NCAA regulations, COACH shall comply with any disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1) or other settlements or agreements with the NCAA. If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall comply with any disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 9.2 If at any time Coach is prohibited for more than one (1) season from performing athletic related activities, as a result of any NCAA or Conference ruling, determination or settlement agreement related to NCAA or Conference rule violations by Coach at any time before the date of this agreement, this contract may, at the sole option of the University and upon notice by the University, immediately be renegotiated or terminated as of any such determination, ruling or settlement, regardless of any pending appeals or related litigation, and, in such event, Coach shall be owed nothing.

Notwithstanding the language contained herein, University acknowledges and agrees that Coach's employment shall not be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable rule, regulation, or policy, or for an NCAA or Conference violation which does not entail the risk of major institutional penalties, or unless the presence of mitigating factors (as defined in NCAA Bylaw 19.9.4) is outweighed by the presence of aggravating factors (as defined in NCAA Bylaw 19.9.3) in the event of an NCAA Level II violation. University further acknowledges and agrees that prior to invoking its right to terminate Coach for cause, Coach will be afforded a reasonable opportunity to cure any default or breach in a timely manner, provided such default is of a nature that is capable of being cured (as determined in the University's reasonable discretion) and can reasonably be accomplished without significantly discrediting or damaging the University's reputation or standing in the community, or creating an unreasonable risk of harm to any student-athlete or staff-member.

- 9.3 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 9.4 COACH shall promote an atmosphere for compliance within the program supervised by the coach and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the coach (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 9.5 In addition to the other provisions of this agreement and regardless of any NCAA or Conference rulings, determinations, enforcement actions or settlement agreements arising out of any prior employment at any time of COACH, COACH shall comply with the following provisions commencing as of the effective date of this agreement;
- McNeese will **retain**, and COACH shall work with, an additional compliance officer to ensure the strict compliance of NCAA rules.
  - COACH shall submit a weekly report on all recruiting activities, which will include phone calls, texts etc... This weekly report will be submitted to Ms. Bridget Martin, Deputy Athletic Director for compliance or her replacement designated by Director. The Athletic Department will forward this weekly report to the Southland Conference league office.
  - COACH and his staff shall participate in mandatory weekly NCAA compliance education classes conducted by Ms. Bridget Martin, Deputy Athletic Director for compliance or her replacement designated by Director.
  - COACH shall reduce official visits by 4 during the 2024/2025 academic year.
  - COACH shall be banned from all recruiting conversations between September 1 2024 through October 15 2024.
  - COACH shall be banned from having any unofficial visits from September 1 2024 through October 15 2024

#### **10.0 Compliance with Local, State and Federal Laws**

- 10.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

#### **11.0 Financial Incentive for Academic Success**

- 11.1 COACH shall be eligible to receive a financial incentive for academic success within the basketball program as defined in the University Athletic Department policy.

#### **12.0 Basketball Staff**

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select, manage, discipline, and terminate associate / assistant coaches and other support staff who report directly to COACH, upon approval by the Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel. University agrees that Coach may employ 3 full-time assistant coaches, and one (1) director of basketball operations. The assistant coach annual salary pool for the three (3) full-time assistant coaches shall be **\$280,000**. The director of basketball operations may earn up to \$40,000 per fiscal year. COACH will be allowed to hire a video coordinator with a \$30,000 salary, COACH will be allowed to hire an assistant to the head coach with a salary of \$30,000 and COACH will be allowed to hire a strength coach as part of the Athletic Department's strength and conditioning staff.

#### **13.0 Termination**

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



13.2 As to conduct after the date of this contract, COACH may be terminated by the Director at any time for a material violation or intentional or gross disregard of state or federal laws (excluding misdemeanor criminal offenses or those punishable by citation), or deliberate or serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in or refusing to engage in conduct, including that which is set forth in section 10.4 above, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Basketball Coach or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's Total Salary in lieu of such notice. All compensation, including Total Salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.

13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, Foundation shall pay to Coach, within ninety (90) days and on a date mutually agreed upon by Foundation and COACH, an amount in a lump sum (less any required tax withholdings) equal to all Total Salary that would have been due to COACH under this Agreement had COACH remained employed by University from the date of termination through the end of the Term. In addition, the Foundation will pay to COACH, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any compensation or Bonus Compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.

13.4 In the event COACH terminates this Contract to accept employment in a basketball related position at a different public or private University, College or Community College or other educational organization or any professional athletic organization, COACH or third party shall pay University the following amount which shall be deemed as agreed upon liquidated damages owed to McNeese State University because the costs the University will incur to search for and hire a new basketball head coach are difficult to determine. COACH shall have no further liability under this Agreement upon University's full reimbursement by a third party for the liquidated damages, except COACH shall be entitled to receive from the University any theretofore earned but unpaid compensation. Such liquidated damages shall be due and received by University as follows: (i) 50% of such amount within 90 days of the termination of this contract, and (ii) the remaining balance of such amount within one (1) year of the termination of this contract. If such amounts are not timely paid, the amount owed shall bear interest at the rate of eight percent per annum. The amount of such reimbursement will be calculated as follows:

- If COACH terminates the contract between March 1, 2024 and August 30, 2024, University shall be entitled to receive \$1,250,000, from COACH or from third party.
- If COACH terminates the contract between September 1, 2024 and August 30, 2025, University shall be entitled to receive \$1,000,000, from COACH or from third party.
- If COACH terminates the contract between September 1, 2025 and April 30, 2026, University shall be entitled to receive \$500,000, from COACH or from third party.
- If COACH terminates the contract between May 1, 2026 and April 30, 2028, University shall be entitled to receive \$350,000, from COACH or from third party.
- If COACH terminates the contract between May 1, 2028 and April 30, 2029, University shall be entitled to receive \$0, from COACH or from third party.
- If COACH terminates the contract between March 1, 2024 and April 30, 2028 and Athletic Director Heath Schroyer is no longer employed by McNeese, the University shall be entitled to the lesser of i) the applicable liquidated damages amount or ii) \$500,000 from COACH or from third party.

- If Coach terminates this contract for any other reason than becoming employed in any position as described in this section 13.4, including without limitation, age or disability retirement, medically documented health reasons, medically documented disability, then COACH shall have no responsibility, obligation or liability for any liquidated damages to the University.

#### **14.0 Fundraising**

- 14.1 University agrees COACH may participate in fundraising activities that are in line with the mission of the department, in compliance with University policies, and approved by the Director. University recognizes COACH as a person who beholds strong relationships with individuals throughout the state of Louisiana, and will grant COACH every reasonable opportunity to raise funds for the betterment of the University basketball program and its student-athletes by securing funds for the Basketball General Fund. No fundraising activities by COACH may be unreasonably withheld by University.
- 14.2 University acknowledges and agrees that COACH's primary responsibility is in coaching the team (to include, but not be limited to, recruiting players, managing COACH's staff, practicing the team, instructing members of the team, game planning, etc.), and any requests for additional services from COACH shall be reasonable in scope, limited, and subject to COACH's primary responsibility.

#### **15.0 Severability**

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

#### **16.0 Force Majeure**

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

#### **17.0 Previous Agreements**

- 17.1 This employment contract shall supersede and replace any and all previous employment contracts or any previous oral or written communications that may have been entered into or undertaken between any of the parties to this agreement or their representatives.

#### **18.0 Electronic Signature**

- 18.1 Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

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

1. Title IX of the Education Amendments of 1972;

2. The University's Sexual Misconduct Policy; or
3. the University of Louisiana System's Sexual Misconduct Policy.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.

WITNESSES:

<p><u>Cathy Swilley</u></p>	<p><u>W. [Signature]</u></p>	<p>Date <u>2/21/24</u></p>
	<p>Head Men's Basketball Coach McNeese State University</p>	
<p><u>Jennifer Logan 2/21/24</u></p>	<p><u>[Signature]</u></p>	<p>Date <u>2/21/24</u></p>
	<p>Heath Schroyer, Director of Athletics McNeese State University</p>	
<p><u>Laura Bowers 2/21/24</u></p>	<p><u>Wade Rouse</u></p>	<p>Date <u>2/21/24</u></p>
	<p>Wade Rouse, Vice President McNeese Foundation</p>	
<p><u>[Signature] 2/21/24</u></p>	<p><u>[Signature]</u></p>	<p>Date <u>2-21-24</u></p>
	<p>Dr. Daryl V. Burckel, President McNeese State University</p>	

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the 22nd day of February, 2024.

[Signature]  
SECRETARY/OFFICER – Board of Supervisors



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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.5.**     **Northwestern State University's** request for approval of a contract with Mr. Blaine McCorkle, Head Football Coach, effective November 27, 2023.

**EXECUTIVE SUMMARY**

Under the proposed four-year agreement, effective through November 30, 2027, Coach's salary for each year remains at \$252,000, payable in 26 equal installments. The Demons Unlimited Foundation may pay Coach additional salary supplements as follows:

- Coach will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- Coach will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- Coach will receive \$2,500 should he be named Southland Conference Coach of the Year.
- Coach will receive \$5,000 should he be named National Coach of the Year.
- Coach will receive \$5,000 for Southland Conference Championship.
- Coach will receive \$1,000 for each NCAA FCS Playoff win.
- Coach will receive \$5,000 for FCS National Playoff Semifinalist.
- Coach will receive \$10,000 for an NCAA FCS National Championship.
- Coach will receive \$100 per student-athlete for First Team All-Conference selections.
- Coach will receive \$250 per student-athlete for Offensive and/or Defensive Player of the Year selections.
- Coach is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. He must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

If the University terminates the agreement without cause, the Coach shall be entitled to 100% of the combined total of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).

In the event Coach terminates the contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after November 27, 2023 but before November 30, 2024 – \$252,000;
- If on or after December 1, 2024 but before November 30, 2025 – \$200,000; and
- If on or after December 1, 2025 but before November 30, 2026 – \$150,000.

The University and the Demons Unlimited have a joint agreement with the 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 Northwestern State University's request for approval of a contract with Mr. Blaine McCorkle, Head Football Coach, effective November 27, 2023.

 **NORTHWESTERN STATE**

---

*Office of the President*

January 31, 2024

Rick Gallot, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Re: Appointment of Mr. Blaine McCorkle

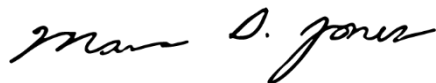
Dear President Gallot:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the February 2024 Board Meeting:

*Appointment of Mr. Blaine McCorkle as Head Football Coach for Northwestern State University at an annual salary of \$252,000 for the period of November 27, 2023 - November 30, 2027, as outlined in the attached contract.*

Thank you for your consideration of this request.

Sincerely,



Dr. Marcus D. Jones  
President

Attachment

*est 1884*



**NORTHWESTERN STATE UNIVERSITY**

**CONTRACT OF EMPLOYMENT  
for Blaine McCorkle**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

THIS AGREEMENT, made and entered into as of this 27th day of November, 2023, by and between Northwestern State University (hereinafter "University") represented by Dr. Marcus Jones, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Blaine McCorkle, Head Football Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern 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.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Football Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Blaine McCorkle as Head Football Coach at Northwestern State University, and Blaine McCorkle does hereby accept said employment and agrees to perform all those services pertaining to Head Football Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may reasonably assign and which are comparable to other duties assigned to coaches similar employed at comparable institutions
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

**2. TERM**

The employment under the terms of this contract shall be for the period November 27, 2023 to November 30, 2027, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach as follows:

First Year of Contract

Total salary of \$252,000 Dollars.

Source of payments will be from Northwestern State and payable in 26 equal installments

Second Year of Contract

Total salary of \$252,000 Dollars.

Source of payments will be from Northwestern State and payable in 26 equal installments

Third Year of Contract

Total salary of \$252,000 Dollars.

Source of payments will be from Northwestern State and payable in 26 equal installments

Fourth Year of Contract

Total salary of \$252,000 Dollars.

Source of payments will be from Northwestern State and payable in 26 equal installments

- 3.1. 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 Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon her annual University salary only.

5. **CAMPS AND CLINICS**

- 5.1 Coach McCorkle may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.
  - a. All revenues from university camps/clinics will be deposited into Coach McCorkle's university camp budget. After all expenses are met, Coach McCorkle may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university Football operating budget, or a combination of the three, at his discretion.
  - b. Camps operated through the university camp budget will not be subject to facility fees.



- c. Conducting camps and clinics is considered a part of Coach McCorkle's job description related to promoting the University and the athletic department; thus, Coach McCorkle will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach McCorkle's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director 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 the camps.

## 5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - 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.
  - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - 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 for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
    - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
  - 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.

- c. The Director of Intercollegiate 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. FOUNDATION SERVICES**

During the time of employment as head coach, Coach McCorkle will also have the opportunity to earn salary supplements and incentives as a result of reasonable promotional activities for the Demons Unlimited Foundation, which are comparable to those requested of other University coaches. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows, provided, however, that the incentives listed in subparagraphs 6(a) and 6(b) below shall be paid irrespective of Coach's promotional activities with the Foundation:

- a. COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- b. COACH will receive an annual vehicle stipend of \$6,000 (paid over 26 equal installments).
- c. COACH will receive \$2,500 should he be named Southland Conference Coach of the Year.
- d. COACH will receive \$5,000 should he be named National Coach of the Year.
- e. COACH will receive \$5,000 for Southland Conference Championship.
- f. COACH will receive \$1,000 for each NCAA FCS Playoff win.
- g. COACH will receive \$5,000 for FCS National Playoff Semifinalist.
- h. COACH will receive \$10,000 for an NCAA FCS National Championship.
- i. COACH will receive \$100 per student-athlete for First Team All-Conference selections.
- j. COACH will receive \$250 per student-athlete for Offensive and/or Defensive Player of the Year selections.
- k. COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

## **7. OUTSIDE INCOME**

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 there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The



University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

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

## 8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

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

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

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

## 9. TERMINATION

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of Coach, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 100% of his total salary due under Section 3 that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for such compensation for the then-current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>). The Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach McCorkle terminates the Contract without cause to accept employment as a head Football coach at another institution, Coach McCorkle would be liable to the University for liquidated damages in the following manner:

- If after November 27, 2023 but before November 30, 2024 – Two Hundred and Fifty-two Thousand (\$252,000) Dollars;
- If on or after December 1, 2024 but before November 30, 2025 – Two Hundred Thousand (\$200,000) Dollars; and
- If on or after December 1, 2025 but before November 30, 2026 – One Hundred and Fifty Thousand (\$150,000) Dollars.



The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Foundation of any obligations to make further payments.

**Termination For Cause:** Should Coach's contract be terminated for just cause, the University and Demons Unlimited Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, gross violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) materially offends the ethics or traditions of the university; or (3) brings material discredit or harm to the reputation of the university.
- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Substantial failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

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

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

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

**Termination for Financial Exigency:** Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

11. **UNIVERSITY FUNDRAISING**

All fundraising activities by Coach must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. **AMENDMENT EXTENSION**

This Contract may be amended and/or extended in writing by the mutual consent of the parties, and approved by the Board.

13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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



IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

**WITNESSES:**

**NORTHWESTERN STATE UNIVERSITY**

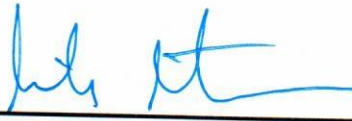
\_\_\_\_\_

BY  Dec. 1, 2023  
BLAINE MCCORKLE, Head Coach

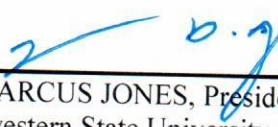
\_\_\_\_\_

BY  Dec. 1, 2023  
KEVIN BOSTIAN, Director of Athletics

\_\_\_\_\_

BY   
MIKE NEWTON, President  
Demons Unlimited Foundation



BY  12.11.2023  
DR. MARCUS JONES, President  
Northwestern State University

\_\_\_\_\_

BY \_\_\_\_\_  
DR. RICHARD J. GALLOT, JR, President  
University of Louisiana Board of Supervisors

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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.6.**      **Southeastern Louisiana University’s** request for approval of a contract with Mr. Christopher “Jay” Artigues, Athletic Director, effective January 1, 2024.

**EXECUTIVE SUMMARY**

Under the proposed agreement, effective through December 31, 2027, Athletic Director’s annual salary is \$170,620. He will receive an increase in base for each year of the contract as follows:

- FY 2024-2025 - \$20,000
- FY 2025-2026 - \$10,000
- FY 2026-2027 - \$10,000
- FY 2027-2028 - \$0

The current agreement also stipulates that the Athletic Director may be eligible for annual cost of living or merit pay increases. Should he be eligible to receive a merit increase, he will receive a maximum merit allocation for the Athletic Director’s position or the above stated amount, the greater of the two. Increases are effective July 1 of each fiscal year. He may be provided the use of a vehicle. He will be required to maintain appropriate insurance as required (if vehicle is available) and, if not available, he shall receive a monthly vehicle allowance of \$500.

During the term of this agreement, Athletic Director will have the opportunity to receive the following earned salary supplements, which will be paid by The Lion Athletics Association (LAA), subject to all mandatory withholdings and inclusive of retirement payments, on certain specified achievements as follows:

Budget Incentives:

- \$5,000 - For achieving a balanced budget in the prior fiscal year.
- \$5,000 - For each year the Athletic Department achieves a reduction in any cumulative deficit of 10% or greater.

Fundraising Incentives:

For monies raised, which includes Name, Image, and Likeness, Corporate Sponsorship (net of fulfillment fees), and all other Southeastern Athletic Foundation fundraising activities as follows:

- \$10,000 - \$1.7 to \$1.9 million
- \$15,000 - \$2.0 to \$2.2 million
- \$20,000 - \$2.3 to \$2.5 million
- \$25,000 - Over \$2.5 million

Performance Incentives:

- \$500 - Regular Season Championship (All Sports)
- \$2,000 - Conference Tournament Championship/NCAA Team Tournament Berth (All Sports)
- \$2,000 - NCAA Regional Championship (Baseball, Softball)
- \$4,000 - NCAA Football Playoff Win (each win)
- \$10,000 - NCAA National Championship (All Sports)

Academic Incentives:

- \$1,000 - 985 or higher single year Departmental APR
- All salary supplements pertaining to budget incentives and fundraising incentives shall be paid over the course of the fiscal year following the fiscal year for which the incentive was achieved.
- All salary supplements for performance and academic incentives shall be paid on the last University payroll date of June of the following calendar year in which the incentive is earned.

Incentives will be capped as follows:

- FY 2024-2025: \$10,000 for combined budget and fundraising incentives; \$10,000 for academic and performance incentives; \$20,000 total.
- FY 2025-2026: \$12,500 for combined budget and fundraising incentives; \$12,500 for combined academic and performance incentives; \$25,000 total.
- FY 2026-2027: \$15,000 for combined budget and fundraising incentives; \$15,000 for combined academic and performance incentives; \$30,000 total.
- FY 2027-2028: \$20,000 for combined budget and fundraising incentives; \$20,000 for combined academic and performance incentives; \$40,000 total.

The Athletic Director will only be eligible for the incentives in any year in which at least one of the following has been met: (1) The Athletic Department Budget is not operating in a deficit in the current fiscal year; and/or (2) The Athletic Department has demonstrated progress toward any cumulative deficit reduction over the prior fiscal year of at least 3% or greater. All increases are effective beginning in FY 2024-2025.



The University shall pay the amount of base salary owed to Athletic Director as outlined in Sections 3.1, 3.2, and 3.6 from the date of termination to the end of the fiscal year in which he is terminated. The LAA shall pay the amount owed to him as outlined in Section 3.7 from the date of termination to the end of the fiscal year in which he is terminated. Any remaining portion of money owed to him as outlined in Sections 3.1, 3.2, and 3.6 for the period after the fiscal year in which he is terminated shall be paid by the LAA. Payments shall be made over the course of the remaining terms of the agreement as outlined in Section 2.0.

In the event the Athletic Director terminates the contract without cause to accept a position as Athletic Director at another 4-year University, he or a third party will be liable to the University for liquidated damages in the amount of \$50,000.

The University and the Lion Athletics Association have combined this agreement into one joint employment agreement.

### **RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval of a contract with Mr. Christopher "Jay" Artigues, Athletic Director, effective January 1, 2024.*



January 31, 2024

Dr. Richard J. Gallot, Jr.  
President, University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

Re: Director of Athletics Contract

Dear Dr. Gallot:

Southeastern Louisiana University respectfully requests the following athletic contract be placed on the agenda for the February 2024 meeting of the Board of Supervisors.

- Director of Athletics, Christopher J. Artigues

Your consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads 'William S. Wainwright'. The signature is fluid and cursive, with a large, stylized 'W' and 'A'.

William S. Wainwright, Ph.D.  
President

Attachment

**CONTRACT OF EMPLOYMENT  
DIRECTOR OF ATHLETICS**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

This contract is made and entered into on this 30th day of January, 2024 between Southeastern Louisiana University through its President, Dr. William S. Wainwright and Christopher J. Artigues (hereinafter referred to as "DIRECTOR"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Southeastern Louisiana University (the "ULS Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the ULS Board.


**1.0 Employment**

1.1 Southeastern Louisiana University ("UNIVERSITY") does hereby employ DIRECTOR as **DIRECTOR OF ATHLETICS** and DIRECTOR does hereby accept employment and agrees to perform all of the services pertaining to **ATHLETICS** which are required of DIRECTOR, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President.

1.2 DIRECTOR shall be responsible, and all shall report, directly to the PRESIDENT. DIRECTOR shall report to the VICE PRESIDENT FOR ADMINISTRATION & FINANCE for financial matters. Both the DIRECTOR and VICE PRESIDENT shall confer with the PRESIDENT on all administrative and technical matters.

1.3 DIRECTOR shall manage and supervise the staff and shall perform such other duties in Southeastern Louisiana University's athletic program as the PRESIDENT may assign.

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

ADC 



## 2.0 Term

2.1 The term of this contract is for a fixed period of four (4) years, commencing on the 1st day of January, 2024, and terminating without further notice to DIRECTOR on the 31st day of December, 2027.

2.2 After December 31, 2027 this contract is renewable solely upon an offer from the UNIVERSITY and an acceptance by DIRECTOR, both of which must be in writing, signed by the parties and approved by the ULS Board. This contract in no way grants DIRECTOR a claim to tenure in employment, nor shall DIRECTOR'S service pursuant to this contract count in any way toward tenure at Southeastern Louisiana University.

2.3 This contract may be amended or extended at any time during the period of this contract only in writing and with mutual written agreement of all parties, and approved by the ULS Board.

## 3.0 Compensation

3.1 In consideration of DIRECTOR'S services and satisfactory performance and subject to section 2.1 together with all the provisions of this agreement, the UNIVERSITY shall pay DIRECTOR a base annual (12-month) salary in the amount of ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED TWENTY DOLLARS (\$170,620), payable on a bi-weekly basis and subject to all deductions as required by law.

3.2 In addition, the DIRECTOR will receive an increase in base for each year of the contract as follows:

- FY 2024-2025 - \$20,000
- FY 2025-2026 - \$10,000
- FY 2026-2027 - \$10,000
- FY 2027-2028 - \$0

The increase shall not be in addition to other merit pay increases the DIRECTOR may be eligible to receive. Should the DIRECTOR be eligible to receive a merit increase, the DIRECTOR will receive a maximum merit allocation for the DIRECTOR'S position or the above stated amount, the greater of the two. Increases are effective July 1 of each fiscal year.

3.3 The UNIVERSITY does not guarantee amounts due under this contract beyond any particular current twelve (12) month period of performance as described in this agreement. Should

the contract be terminated for any reason, amounts due shall be determined in accordance with Section 9.0 of this contract.

3.4 The UNIVERSITY may permit additional (non-recurring) supplemental pay to DIRECTOR for specific and extraordinary achievement in accordance and as stipulated by section 3.6 below and as allowed by NCAA Division I bylaw 11.3.2.3.

3.5 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, DIRECTOR will not accrue Compensatory Leave and DIRECTOR will be exempt from taking leave when the UNIVERSITY is officially closed at holiday breaks.

3.6 DIRECTOR may be eligible for ULS Board approved cost of living or merit pay increases in addition to the stated base salary. DIRECTOR is also to be granted pay adjustment in the same manner and according to economic circumstances that affect all employees in the unclassified state service.

3.7 During the Term of employment as Athletic Director, DIRECTOR will have the opportunity to receive the following earned salary supplements. These salary supplements shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be paid by the Lion Athletics Association.

Budget Incentives:

- \$5,000 - For achieving a balanced budget in the prior fiscal year.
- \$5,000 - For each year the Athletic Department achieves a reduction in any cumulative deficit of 10% or greater.

Fundraising Incentives: For monies raised, which includes Name, Image, and Likeness, Corporate Sponsorship (net of fulfillment fees), and all other Southeastern Athletic Foundation fundraising activities as follows:

- \$10,000 - \$1.7 to \$1.9 million
- \$15,000 - \$2.0 to \$2.2 million
- \$20,000 - \$2.3 to \$2.5 million
- \$25,000 - Over \$2.5 million

Performance Incentives:

- \$500 – Regular Season Championship (All Sports)
- \$2,000 – Conference Tournament Championship/NCAA Team Tournament Birth (All Sports)
- \$2,000 – NCAA Regional Championship (Baseball, Softball)
- \$4,000 – NCAA Football Playoff Win (each win)
- \$10,000 – NCAA National Championship (All Sports)

Academic Incentives:

- \$1,000 – 985 or higher single year Departmental APR
- All salary supplements pertaining to budget incentives and fundraising incentives shall be paid over the course of the fiscal year following the fiscal year for which the incentive was achieved.
- All salary supplements for performance and academic incentives shall be paid on the last University payroll date of June of the following calendar year in which the incentive is earned.

Incentives will be capped as follows:

- FY2024-2025: \$10,000 for combined budget and fundraising incentives; \$10,000 for academic and performance incentives; \$20,000 total.
- FY2025-2026: \$12,500 for combined budget and fundraising incentives; \$12,500 for combined academic and performance incentives; \$25,000 total.
- FY2026-2027: \$15,000 for combined budget and fundraising incentives; \$15,000 for combined academic and performance incentives; \$30,000 total
- FY2027-2028: \$20,000 for combined budget and fundraising incentives; \$20,000 for combined academic and performance incentives; \$40,000 total

The DIRECTOR will only be eligible for incentives outlined in Section 3.7 in any year in which at least one of the following have been met: (1) The Athletic Department Budget is not operating in

a deficit in the current fiscal year; and/or (2) The Athletic Department has demonstrated progress towards any cumulative deficit reduction over the prior fiscal year of at least 3% or greater. All increases are effective beginning in FY 2024-2025.

#### **4.0 Courtesy/Leased Vehicle Benefit**

4.1 The DIRECTOR may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and DIRECTOR shall be responsible for all applicable taxes. The UNIVERSITY has no obligation to furnish a vehicle to DIRECTOR. The arrangements for a vehicle may be made by the DIRECTOR.

- Should a courtesy/leased vehicle arrangement not be available with a local dealership, DIRECTOR may receive a monthly monetary allowance not to exceed \$500 toward the expense of a vehicle. Funding for the allowance must originate from sources outside of the University upon signature of this agreement. The University will disburse the allowance to DIRECTOR in equal monthly installments using the normal payroll procedures of the University. The DIRECTOR agrees to abide by all rules and regulations as outlined in PPM 49.

4.2 Insurance on any courtesy/leased vehicle must be paid for by the dealership, the DIRECTOR, or some other arrangement agreed to by the UNIVERSITY.

4.3 The DIRECTOR may be reimbursed for miles driving the courtesy/leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

#### **5.0 Employee Benefits**

5.1 The DIRECTOR shall participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee. Such benefit will be based upon DIRECTOR's base annual salary as provided by UNIVERSITY.

#### **6.0 Outside Income and/or Benefits**

6.1 With approval from the PRESIDENT and in accordance with University and ULS Board policies, DIRECTOR shall be authorized to earn other revenue while employed by the



UNIVERSITY, but such activities are independent of his/her University employment, and the UNIVERSITY shall have no responsibility for any claims arising there from. DIRECTOR shall be entitled to retain revenue generated from his/her operation of ATHLETIC camps and/or ATHLETIC clinics in accordance with University policy relating to camps or clinics conducted by Athletics Department personnel. All outside income will be subject to approval in accordance with state law and the policies of the Board of Supervisors for the University of Louisiana System (Adopted 2/24/95 or as amended).

6.2 Notwithstanding the above or anything else herein to the contrary, if DIRECTOR receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, DIRECTOR must report all such 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 ULS Board or Bylaw 11.2.2.).

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

7.1 DIRECTOR shall abide by the rules and regulations of the NCAA, Conference and University rules, Board of Supervisor rules, and the Laws of the State of Louisiana. DIRECTOR shall also promote an atmosphere of compliance and monitor the compliance of DIRECTOR's staff (NCAA Bylaw 11.1.1). If DIRECTOR is found in violation of NCAA regulations, the DIRECTOR shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Bylaw 11.2.1). DIRECTOR may be suspended for a period of time, without pay, or the employment of DIRECTOR may be terminated if DIRECTOR is found to be involved in deliberate, serious, and/or repetitive violations of NCAA, conference and University regulations (NCAA Bylaw 11.2.1).

7.2 Pursuant to NCAA Bylaw 11.2.1, The UNIVERSITY and DIRECTOR acknowledge and agree that (1) DIRECTOR has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA

infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

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

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

### **8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance**

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

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

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

### **9.0 Compliance with Local, State and Federal Laws**

9.1 DIRECTOR shall abide by the laws of the local, state and federal governments. DIRECTOR may be suspended for a period of time, without pay, or the employment of DIRECTOR

may be terminated if DIRECTOR is found to be involved in violation gross disregard of local, state or federal laws.

## 10.0 Termination

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

10.2 DIRECTOR may be terminated by the PRESIDENT at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulation , policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of DIRECTOR of ATHLETICS or which substantially negatively or substantially adversely affects the reputation of the University or Southeastern Louisiana University athletics or for any violation of this contract; provided, however, prior to termination, UNIVERSITY shall meet with DIRECTOR to notify him of alleged offending behavior under the clause, following which DIRECTOR will have fourteen (14) days to cure alleged offending behavior or violation. UNIVERSITY shall provide a good faith opportunity for DIRECTOR to cure alleged behavior or violation. In the event of such termination, DIRECTOR will receive thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of DIRECTOR constitutes cause under the provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the UNIVERSITY. No damages or other amounts shall be due if termination is for just cause.

10.3 The UNIVERSITY may at any time, and in its sole discretion, terminate the employment of DIRECTOR for any reason giving five (5) days written notice to the Director. In the event the UNIVERSITY terminates the contract, without cause, payments to the DIRECTOR will be made as follows:

- The University shall pay the amount of base salary owed to DIRECTOR as outlined in Section 3.1, 3.2 and 3.6 from the date of termination to the end of the fiscal year in which the DIRECTOR is terminated.

- The LAA shall pay the amount owed to DIRECTOR as outlined in Section 3.7 from the date of termination to the end of the fiscal year in which the DIRECTOR is terminated.
- Any remaining portion of money owed to DIRECTOR as outlined in Section 3.1, 3.2 and 3.6 for the period after the fiscal year in which the DIRECTOR is terminated shall be paid by the LAA. Payments shall be made over the course of the remaining terms of the agreement as outlined in Section 2.0.
- In addition, the LAA will pay to DIRECTOR, within thirty (30) days in which University exercises its right to Terminate this Agreement without cause, any Salary Supplements actually earned and accrued but unpaid as outlined in Section 3.7. The DIRECTOR shall not be entitled to any additional salary supplements as outlined in Section 3.7 that are not yet earned as of the date of termination.
- The University will pay DIRECTOR any expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.

10.4 In the event DIRECTOR terminates this Contract without cause to accept a position as ATHLETIC DIRECTOR at another 4-year University, DIRECTOR or third party shall pay UNIVERSITY a sum of \$50,000 which shall be deemed as agreed upon liquidated damages owed to Southeastern Louisiana University because the costs the UNIVERSITY will incur to search for and hire a new DIRECTOR are difficult to determine. DIRECTOR shall have no further liability under this Agreement upon UNIVERSITY's full reimbursement by a third party for the liquidated damages. Such liquidated damages shall be received by UNIVERSITY within 90 days of termination.

10.5 Should DIRECTOR's contract be terminated for just cause, the UNIVERSITY shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) Violation or gross disregard of local, state or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of DIRECTOR OF ATHLETICS or which negatively or adversely affects the



reputation of the UNIVERSITY or Southeastern Louisiana University Athletics in any way.

**11.0 Fundraising**

11.1 All fundraising activities by DIRECTOR must be coordinated with the Vice President of University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

**12.0 Severability**


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

**13.0 Force Majeure**

13.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by written notice within thirty (30) days from any event claimed by the party affected, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or any requirements of law, or an act of God.

**14.0 Previous Agreements**

14.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

 1/30/24  
\_\_\_\_\_  
PRESIDENT, Dr. William S. Wainwright      DATE  
Southeastern Louisiana University

 1/30/24  
\_\_\_\_\_  
CHRISTOPHER J. ARTIGUES      DATE  
DIRECTOR OF ATHLETICS

 1/30/24  
\_\_\_\_\_  
PRESIDENT      DATE  
LION ATHLETICS ASSOCIATION

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

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

AD 

BETWEEN:

STATE OF LOUISIANA

Southeastern Louisiana University AND

PARISH OF TANGIPAHOA

Lion Athletics Association AND

DIRECTOR OF ATHLETICS

AGREEMENT  
DIRECTOR OF ATHLETICS

This is an agreement between the Lion Athletics Association, Southeastern Louisiana University, and Christopher J. Artigues the University DIRECTOR OF ATHLETICS.

1.

The Lion Athletics Association desires to assist and aid Southeastern Louisiana University in the employment of the DIRECTOR OF ATHLETICS. To that end, the Lion Athletics Association agrees to pay any sums which may be due upon the termination of the DIRECTOR as per the Termination Section 10.0. This does not include any sums which may be due to the DIRECTOR by the University for the current contract year.

2.


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

3.


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

AD 

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
PRESIDENT, Dr. William S. Wainwright  
Southeastern Louisiana University

1/30/24  
DATE

  
\_\_\_\_\_  
CHRISTOPHER J. ARTIGUES  
DIRECTOR OF ATHLETICS

1/30/24  
DATE

  
\_\_\_\_\_  
PRESIDENT  
LION ATHLETICS ASSOCIATION

1/30/24  
DATE

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

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



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

**ATHLETIC COMMITTEE**

**February 22, 2024**

**Item F.7.**     **University of Louisiana at Lafayette’s** request for approval of the amendments to the Contract of Mr. Theodore Sliman, Head Golf Coach, effective February 22, 2024.

**EXECUTIVE SUMMARY**

Under the proposed amendment effective February 22, 2024, Head Coach Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation.** A payment of \$2,000 upon the happening of the following event which occurs earliest in any year of this Contract after the Amendment 4 Effective Date, if at all, provided that University has been notified that the Men’s Golf Team’s cumulative Academic Performance Report (APR) average is above 930:
  - The Men’s Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
  - The Men’s Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
  - The graduation success rate of the Men’s Golf Program as reported by the NCAA exceeds 80 percent.
- **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Men’s Golf season after the Amendment 4 Effective Date:
  - \$5,000 if the Men’s Golf Team wins the Conference Tournament or appears in the NCAA Regional Tournament as an At-Large participant;
  - \$7,500 if the Men’s Golf Team appears in the NCAA National Championship;
  - \$7,500 if the Men’s Golf Team appears in the NCAA National Championship “Elite Eight”;

- \$10,000 if the Men's Golf Team wins the NCAA Team Championship;
  - \$2,000 per appearing member if a member of the Men's Golf Team appears in the NCAA Regional Tournament;
  - \$2,000 per appearing member if a member of the Men's Golf Team appears in the NCAA National Championship;
  - \$2,000 if a member of the Men's Golf Team wins the Conference Championship; and
  - \$7,500 if a member of the Men's Golf Team wins the NCAA Individual National Championship.
- **Final Ranking Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive any of the following which may apply per Men's Golf season after the Amendment 4 Effective Date:
    - \$1,000 if the Men's Golf Team end of year ranking is in the Top 100; or
    - \$1,500 if the Men's Golf Team end of year ranking is in the Top 75; or
    - \$2,000 if the Men's Golf Team end of year ranking is in the Top 50.
  - **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i), 7(a)(ii), and 7(a)(iii), Coach shall receive all of the following which may apply per Men's Golf season after the Amendment 4 Effective Date:
    - \$5,000 if Coach is named Coach of the Year by the Sun Belt Conference;
    - \$10,000 if Coach is named the National Coach of the Year by the Golf Coach Association of America;
    - \$2,500 if Coach is named LSWA Coach of the Year;
    - \$500 if a member of the Men's Golf Team is named Sun Belt Frosh of the Year;
    - \$500 if a member of the Men's Golf Team is named Sun Belt Newcomer of the Year; and
    - \$500 if a member of the Men's Golf Team is named Sun Belt Player of the Year.

## RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of the amendments to the Contract of Mr. Theodore Sliman, Head Golf Coach, effective February 22, 2024.*



*University of Louisiana at Lafayette*

OFFICE OF THE PRESIDENT

F.7.

P. O. Drawer 41008  
Lafayette, LA 70504-1008  
(337) 482-6203  
Fax: (337) 482-5914  
e-mail: president@louisiana.edu

*Université des Acadiens*

January 31, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.  
President and CEO  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for approval of Mr. Theodore Sliman's, Head Golf Coach, fourth amended contract agreement.

Please place this item on the agenda for the February 2024 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", with a large loop and a horizontal stroke.

E. Joseph Savoie  
President

svc  
Attachment



**AMENDMENT NUMBER FOUR TO  
CONTRACT FOR EMPLOYMENT  
HEAD GOLF COACH**

**STATE OF LOUISIANA  
PARISH OF LAFAYETTE**

**THIS AMENDMENT TO CONTRACT FOR EMPLOYMENT (“Amendment 4”)** is made and effective the 22nd day of February, 2024 (“Amendment 4 Effective Date”), by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (“Board”)**, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the **UNIVERSITY OF LOUISIANA AT LAFAYETTE (“University”)**, represented herein by Dr. E. Joseph Savoie, the duly authorized University President (“President”); and **THEODORE SLIMAN (“Coach”)**. The Board and Coach may be collectively referred to herein as the “parties” and each may be referred to individually as a “party.” All capitalized terms not defined in this Amendment 4 shall have the same meaning as in the Contract for Employment. This Amendment 4 is subject to the approval of the Board; therefore, the terms and conditions set forth in this Amendment 4 shall be considered a valid contract only upon execution by the parties and written approval by the Board.

**WITNESSETH**

**WHEREAS**, University and Coach entered into a Contract for Employment effective July 1, 2020 for Coach to be employed as University’s Head Golf Coach under the terms and conditions set forth therein (the “Original Contract”);

**WHEREAS**, the Original Contract was previously amended effective April 9, 2021, August 25, 2022, and April 27, 2023 (“Previous Amendments”);

**WHEREAS**, the parties now desire to further amend the Original Contract; and

**WHEREAS**, the parties wish to make this Amendment 4 effective as of the Amendment 4 Effective Date.

**NOW, THEREFORE**, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Delete Section 7(a) in its entirety and replace it with the following:
  - a. **Head Coach Achievement Compensation**. During Coach’s employment as Head Men’s Golf Coach, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Funds to be used at University’s discretion in compliance with Foundation’s exempt purpose, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements:

- i. **Academic Achievement Compensation.** A payment of Two Thousand Dollars and NO/100 (\$2,000.00) upon the happening of the following event which occurs earliest in any year of this Contract after the Amendment 4 Effective Date, if at all, provided that University has been notified that the Men's Golf Team's cumulative Academic Performance Report (APR) average is above 930:
  1. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
  2. The Men's Golf Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
  3. The graduation success rate of the Men's Golf Program as reported by the NCAA exceeds eighty (80%) percent.
  
- ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 7(a)(i), Coach shall receive all of the following which may apply per Men's Golf season after the Amendment 4 Effective Date:
  1. Five Thousand Dollars and NO/100 (\$5,000.00) if the Men's Golf Team wins the Conference Tournament or appears in the NCAA Regional Tournament as an At-Large participant;
  2. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Men's Golf Team appears in the NCAA National Championship;
  3. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if the Men's Golf Team appears in the NCAA National Championship "Elite Eight";
  4. Ten Thousand Dollars and NO/100 (\$10,000.00) if the Men's Golf Team wins the NCAA Team Championship;
  5. Two Thousand Dollars and NO/100 (\$2,000.00) per appearing member if a member of the Men's Golf Team appears in the NCAA Regional Tournament;
  6. Two Thousand Dollars and NO/100 (\$2,000.00) per appearing member if a member of the Men's Golf Team appears in the NCAA National Championship;
  7. Two Thousand Dollars and NO/100 (\$2,000.00) if a member of the Men's Golf Team wins the Conference Championship; and

- 8. Seven Thousand Five Hundred Dollars and NO/100 (\$7,500.00) if a member of the Men’s Golf Team wins the NCAA Individual National Championship.

iii. **Final Ranking Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i) and 7(a)(ii), Coach shall receive any of the following which may apply per Men’s Golf season after the Amendment 4 Effective Date:

- 1. One Thousand Dollars and NO/100 (\$1,000.00) if the Men’s Golf Team end of year ranking is in the Top 100; or
- 2. One Thousand Five Hundred Dollars and NO/100 (\$1,500.00) if the Men’s Golf Team end of year ranking is in the Top 75; or
- 3. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men’s Golf Team end of year ranking is in the Top 50.

iv. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 7(a)(i), 7(a)(ii), and 7(a)(iii), Coach shall receive all of the following which may apply per Men’s Golf season after the Amendment 4 Effective Date:

- 1. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named Coach of the Year by the Sun Belt Conference;
- 2. Ten Thousand Dollars and NO/100 (\$10,000.00) if Coach is named the National Coach of the Year by the Golf Coach Association of America;
- 3. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if Coach is named LSWA Coach of the Year;
- 4. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men’s Golf Team is named Sun Belt Frosh of the Year;
- 5. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men’s Golf Team is named Sun Belt Newcomer of the Year; and
- 6. Five Hundred Dollars and NO/100 (\$500.00) if a member of the Men’s Golf Team is named Sun Belt Player of the Year.

- 2. All other terms and conditions of the Original Contract and Previous Amendments shall remain in full force and effect.

*[Remainder of page left intentionally blank. Signature page to follow.]*

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Amendment 4 on the dates indicated below.

**Board of Supervisors of the  
University of Louisiana System**

**Theodore Sliman  
Head Golf Coach**

DocuSigned by:  
Joe Savoie 1/29/2024  
1405E1487C93461...

DocuSigned by:  
Theodore Sliman 1/25/2024  
8F4710F5BD13469...

Dr. E. Joseph Savoie                      Date  
President  
University of Louisiana at Lafayette

Date

This Amendment 4 impacts the Ancillary Agreement effective July 1, 2020 between University of Louisiana at Lafayette, Theodore Sliman, and University of Louisiana at Lafayette Foundation. IN ACKNOWLEDGEMENT AND ACCEPTANCE of this Amendment 4, the duly authorized representative of University of Louisiana at Lafayette Foundation affixes his signature on the date indicated below.

**University of Louisiana at Lafayette Foundation**

DocuSigned by:  
Bryan Hanks 1/25/2024  
37D54100A727492...

Bryan Hanks, Chairman                      Date

Approved by the Board of Supervisors for the University of Louisiana System at its meeting on the 22nd day of February, 2024.

\_\_\_\_\_  
Secretary of the Board of Supervisors for the  
University of Louisiana System