

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

ATHLETIC COMMITTEE

February 27, 2025

Item F.1. **Louisiana Tech University's** request for approval of a contract with Mr. Scott Mattera, Head Coach for Women's Volleyball, effective December 18, 2024.

EXECUTIVE SUMMARY

This agreement is for the period from December 18, 2024, through December 31, 2028. During this period, Coach's annual base salary is as follows:

Contract Year 1:	\$85,000
Contract Year 2:	\$87,500
Contract Year 3:	\$90,000
Contract Year 4:	\$95,000

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

Performance Incentives		
Conference Regular Season Champion	\$5,000	
Conference Tournament Champion	\$5,000	
.500 Record (Overall Record)	\$2,500	Only in effect for Contract Years 1 & 2
.500 Record (Conference play Record)	\$2,500	Only in effect for Contract Years 1 & 2
20 Wins – Cumulative Season Total	\$3,500	
25 Wins – Cumulative Season Total	\$5,000	
Each Power 4 Conference Win	\$1,000	
NCAA Tournament At-Large Bid	\$5,000	
Each NCAA Tournament Win (excluding championship game)	\$2,000	
NCAA National Champion	\$20,000	
National Coach of the Year	\$10,000	As presented by the American Volleyball Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Such salary performance incentives are cumulative and cannot exceed \$60,000 per contract year.

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

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49 OR Annual Team GPA 3.50-3.74 OR Annual Team GPA 3.75+	\$2,500 OR \$5,000 OR \$7,500
Annual APR Score of 930-949 OR Annual APR Score 950-974 OR Annual APR Score 975+	\$2,500 OR \$5,000 OR \$7,500

Such salary academic achievement incentives are cumulative and cannot exceed \$15,000 per contract year.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to 60% of the remaining 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 at any point prior to December 31, 2028, the following schedule of payment to the Foundation within 30 days of official notice of termination must be followed:

- If on or before December 31, 2025, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$200,000.
- If between January 1, 2026, and December 31, 2026, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$150,000.
- If between January 1, 2027, and December 31, 2027, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$100,000.
- If between January 1, 2028, and December 31, 2028, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$50,000.

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. Scott Mattera, Head Coach for Women's Volleyball, effective December 18, 2024.

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 8th day of January, 2025, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY") through its President, Dr. Jim Henderson, and Scott Mattera (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 WOMEN'S VOLLEYBALL HEAD COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as women's volleyball head coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the women's volleyball 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 women's volleyball 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 women's volleyball 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 December 18, 2024, and ending on December 31, 2028 (Term). Contract years shall be defined as the following:

Contract Year 1: December 18, 2024, to December 31, 2025.

Contract Year 2: January 1, 2026, to December 31, 2026.

Contract Year 3: January 1, 2027, to December 31, 2027.

Contract Year 4: January 1, 2028, to December 31, 2028.

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

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

3.0 Compensation

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

agreement, UNIVERSITY shall pay COACH a base annual salary of the following amounts, payable on a bi-weekly basis.

Contract Year 1: \$85,000

Contract Year 2: \$87,500

Contract Year 3: \$90,000

Contract Year 4: \$95,000

3.2 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

5.1 In recognition of exemplary athletic 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 Regular Season Champion	\$5,000	
Conference Tournament Champion	\$5,000	
.500 Record (Overall Record)	\$2,500	Only in effect for Contract Years 1 & 2
.500 Record (Conference play Record)	\$2,500	Only in effect for Contract Years 1 & 2
20 Wins – Cumulative Season Total	\$3,500	
25 Wins – Cumulative Season Total	\$5,000	
Each Power 4 Conference Win	\$1,000	
NCAA Tournament At-Large Bid	\$5,000	
Each NCAA Tournament Win (excluding championship game)	\$2,000	
NCAA National Champion	\$20,000	
National Coach of the Year	\$10,000	As presented by the American Volleyball Coaches Association
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Performance Incentive payout may not exceed \$60,000 per contract year.

5.2 In recognition of exemplary academic achievement and as an incentive for COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to COACH the following supplemental payments:

Academic Achievement Incentives (Beginning with Academic Year 2025-2026)	
Annual Team GPA of 3.0-3.49	\$2,500
OR	OR
Annual Team GPA 3.50-3.74	\$5,000
OR	OR
Annual Team GPA 3.75+	\$7,500
Annual APR Score of 930-949	\$2,500
OR	OR
Annual APR Score 950-974	\$5,000
OR	OR
Annual APR Score 975+	\$7,500

Academic Achievement Incentive payout may not exceed \$15,000 per contract year.

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

6.0 Camps and Clinics

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

6.2 It is specifically agreed that in the operation of such camps, COACH acts for 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 volleyball camps and/or volleyball clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

8.3 COACH shall report annually in writing to the President on or before July 1st all athletically-related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11).

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 Women's Volleyball Staff

COACH may make hiring decisions regarding assistant women's volleyball coaches and support staff in his sole discretion subject to approval of the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System. The salary pool for the women's volleyball FTE staff will be \$85,000.

11.0 Termination

11.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the sixty percent (60%) of the remaining Guaranteed Compensation for the remainder of the term of contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein. These amounts shall be payable by the FOUNDATION on a monthly basis and solely through its athletic funds.

The FOUNDATION's obligation to pay COACH's Guaranteed Compensation for the remainder of the term of the contract shall be subject to COACH's duty to mitigate his damages. COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain employment commensurate with his qualifications and experience, as soon as reasonably possible after termination of this Contract of Employment pursuant to Paragraph 11.1. If COACH should obtain such new employment prior to the last installment payment of liquidated damages, COACH shall notify 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. Any new type of employment will be considered as permanent and monthly payments will be immediately reduced by the difference 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.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on December 31, 2028. 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 volleyball head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I volleyball head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or

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

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

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

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

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

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

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

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

j. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial

to the best interests of the UNIVERSITY or its athletic program; would tend to bring public disrespect, embarrassment, contempt, scandal, or ridicule on COACH or UNIVERSITY; which otherwise fails to follow the moral and ethical standard reasonably expected of COACH as a leading representative of the Department of Athletics and UNIVERSITY; or which violates the UNIVERSITY's mission; or being charged or arrested for any crime involving theft, dishonesty, or moral turpitude; or

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

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

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

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

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

UNIVERSITY. Violation of this provision in UNIVERSITY's reasonable judgment is just cause for termination.

11.4 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts due within thirty (30) days of termination:

- If on or before December 31, 2025, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of two hundred thousand dollars (\$200,000.00).
- If between January 1, 2026, and December 31, 2026, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred fifty thousand dollars (\$150,000.00).
- If between January 1, 2027, and December 31, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).
- If between January 1, 2028, and December 31, 2028, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of fifty thousand dollars (\$50,000.00).

11.5 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

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

13.0 Termination – General Provisions

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

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

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

13.4 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. In

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

14.0 Invalid Provisions

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

15.0 Notice Provision

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

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

Ryan Ivey
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

Davy Norris
Senior Vice President and CEO
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 Human Resource's office.

16.0 Merger Clause/No Oral Modification

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

SIGNATURE PAGE TO FOLLOW

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

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


Jim Henderson (Jan 8, 2015 10:00) CST

By: **DR. JIM HENDERSON**
PRESIDENT



Scott Mattera (Jan 8, 2015 11:43) CST

By: **SCOTT MATTERA**
WOMEN'S VOLLEYBALL
HEAD COACH


Ryan Ivey (Jan 9, 2015 08:54) CST

By: **RYAN IVEY**
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 8, 2015 21:59) CST

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT & CEO

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

ATHLETIC COMMITTEE

February 27, 2025

Item F.2. **Louisiana Tech University's** request for approval of the contractual agreement between Ms. Abby Pollart, Assistant Volleyball Coach, Louisiana Tech University, and Louisiana Tech University Foundation, effective January 17, 2025.

EXECUTIVE SUMMARY

The agreement is for the period from January 17, 2025, through December 31, 2025. The annual base salary for this period is \$42,500 payable in bi-weekly installments.

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

Performance Incentives	
Conference Regular Season Champion	\$2,500
NCAA Tournament Participant	\$2,500
Each NCAA Tournament Win	\$1,500
NCAA National Champions	\$10,000
Assistant Coach of the Year Award (As presented by the American Volleyball Coaches Association)	\$5,000

These performance incentives are cumulative and may not exceed \$30,000 per contract year.

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$1,500
OR	OR
Annual Team GPA 3.50-3.74	\$2,500
OR	OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949	\$1,500
OR	OR
Annual APR Score 950-974	\$2,500
OR	OR
Annual APR Score 975+	\$3,500

The academic achievement incentives are cumulative and may not exceed \$7,000 per contract year.

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 up to 60% of the remaining base salary which would have been owed to the Assistant Coach had she 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 prior to the first competition of the 2025-26 Volleyball Season, Assistant Coach shall owe the Foundation \$5,000 payable within 30 days of notice.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of a contract with Ms. Abby Pollart, Assistant Volleyball Coach, effective January 17, 2025.

**CONTRACT OF EMPLOYMENT:
ASSISTANT VOLLEYBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 24th day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **ABBY POLLART** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT VOLLEYBALL COACH** for the Louisiana Tech Volleyball Program ("Program"), and ASSISTANT COACH does hereby accept employment and agrees to perform all of the services pertaining to the position outlined herein which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics and assigned by the Head Volleyball 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 ASSISTANT COACH's 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 ASSISTANT COACH's performance of ASSISTANT COACH's 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 themselves in a professional and sportsman-like manner. ASSISTANT COACH recognized ASSISTANT COACH 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 themselves in a manner that supports academic integrity.

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

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

3.0 Term

The term of this AGREEMENT commences January 17, 2025, and ends December 31, 2025. Upon execution of a mutually signed writing, this AGREEMENT may be extended for additional one (1) year periods, each one-year period being a renewal term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as the "Term". If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to its expiration, this AGREEMENT shall terminate.

4.0 Compensation

UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of forty-two thousand five hundred dollars (\$42,500.00) payable in biweekly installments through

UNIVERSITY payroll.

5.0 Employee Benefits

UNIVERSITY will provide ASSISTANT COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY.

6.0 Performance Incentives

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

Performance Incentives	
Conference Regular Season Champion	\$2,500
NCAA Tournament Participant	\$2,500
Each NCAA Tournament Win	\$1,500
NCAA National Champions	\$10,000
Assistant Coach of the Year Award (As presented by the American Volleyball Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$30,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$1,500
OR	OR
Annual Team GPA 3.50-3.74	\$2,500
OR	OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949	\$1,500
OR	OR
Annual APR Score 950-974	\$2,500
OR	OR
Annual APR Score 975+	\$3,500

Academic Achievement Incentive payout may not exceed \$7,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to 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 ASSISTANT COACH's UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. All outside income will be subject to approval in accordance with the Board of

Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

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

8.0 Compliance with NCAA, Conference and University Rules

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

8.2. ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the applicable policies and regulations of the University of Louisiana System. In public appearances, ASSISTANT COACH shall at all times conduct themselves 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 up to sixty percent (60%) of the remaining Base Salary which would have been owed to ASSISTANT COACH had ASSISTANT COACH 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 prior to the first competition of the 2025-2026 Volleyball season, ASSISTANT COACH shall owe to the FOUNDATION five thousand dollars (\$5,000.00). ASSISTANT COACH agrees and understands that this provision shall become binding and enforceable upon ASSISTANT COACH's sole signature below regardless of the presence or lack thereof of any other signatories to this AGREEMENT.

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

10.4. Payment by UNIVERSITY and/or FOUNDATION of the amount under this section will constitute a full release of any claim that ASSISTANT COACH might otherwise assert against the UNIVERSITY and FOUNDATION, or any of its representatives, agents or employees. In consideration of this payment, ASSISTANT COACH shall, and does hereby, release and discharge UNIVERSITY and FOUNDATION, its officers and employees, from and against any

liability of any nature whatsoever related to or arising out of this AGREEMENT and ASSISTANT COACH's employment at UNIVERSITY, including, but not limited to, any and all claims arising under or relating to any federal or state constitutions, laws, regulations, or other provision of law.

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

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

11.0 Termination With Cause

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

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

11.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Volleyball 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 Volleyball Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of ASSISTANT COACH's 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 Volleyball 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 ASSISTANT

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

13.0 Termination – General Provisions

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

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

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

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

liquidated damages sums payable to ASSISTANT COACH pursuant to paragraphs 4.0 for the remainder of the current Term. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current AGREEMENT year shall be paid within 60 days of termination. All compensation, including salary, benefits, and other remuneration incidental to employment, ceases upon termination.

13.5. Notwithstanding any provision to the contrary, in the event the UNIVERSITY determines for any reason within its sole discretion to discontinue the Program as a Division I sport, the UNIVERSITY shall have the right to terminate this AGREEMENT without further obligation to ASSISTANT COACH. Notice of termination under this Section shall establish a date of termination no less than ninety (90) days from the date of the notice or upon the end of the Term, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations of the UNIVERSITY and FOUNDATION shall cease effective on the date of 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. Alternatively, notice from the UNIVERSITY to ASSISTANT COACH may be delivered electronically to ASSISTANT

COACH'S official UNIVERSITY email address. Written, mailed notice to ASSISTANT COACH shall be delivered to ASSISTANT COACH's address on file in Human Resources.

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

Ryan Ivey
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

Davy Norris
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

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 ASSISTANT COACH's 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. Venue for any action arising out of this Agreement shall be in the state and federal courts of the Third Judicial District of Louisiana.

19.0 Agreement Freely and Voluntarily Entered Into

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that she: (a) has consulted with or had the opportunity to consult with independent counsel of ASSISTANT COACH's 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.

20.0 Compliance with La. R.S. 42:31

To the extent annual compensation under this AGREEMENT exceeds \$100,000, ASSISTANT COACH hereby agrees to provide, within thirty (30) days of the commencement of the Term, proof to UNIVERSITY that ASSISTANT COACH has obtained a Louisiana driver's license and that all registered vehicles of ASSISTANT COACH are registered in Louisiana, all pursuant to La. R.S. 42:31, as amended from time to time.

21.0 Non-Assignment

Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this AGREEMENT.

22.0 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this AGREEMENT shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

23.0 No Waiver of Sovereign Immunity

It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by the UNIVERSITY of any rights to claim such exemptions, privileges and immunities as may be provided by law.

SIGNATURE PAGE TO FOLLOW

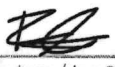
**CONTRACT OF EMPLOYMENT:
ASSISTANT VOLLEYBALL COACH**

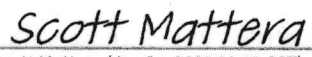
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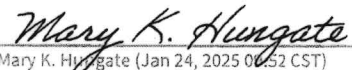
LOUISIANA TECH UNIVERSITY


Jim Henderson (Jan 24, 2025 08:49 CST)
By: DR. JIM HENDERSON
PRESIDENT



Abigail J. Pollart (Jan 24, 2025 08:48 CST)
By: ABBY POLLART
ASSISTANT VOLLEYBALL
COACH


Ryan Ivey (Jan 24, 2025 08:38 CST)
By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Scott Mattera (Jan 24, 2025 09:09 CST)
By: SCOTT MATTERA
HEAD VOLLEYBALL COACH


Mary K. Hungate (Jan 24, 2025 09:52 CST)
By: MARY KAY HUNGATE
VOLLEYBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 24, 2025 09:19 CST)
By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT

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

ATHLETIC COMMITTEE

February 27, 2025

Item F.3. **Louisiana Tech University's** request for approval of a contractual amendment with Mr. Brian Johnson, Director of Men's and Women's Track & Field/Cross Country, effective January 9, 2025.

EXECUTIVE SUMMARY

Section 5.1 of this agreement is hereby amended to clarify the performance incentives available to the Coach and are as follows:

Performance Incentives		
Conference Team Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
Conference Individual or Relay Champion (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Regional Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$500	
NCAA National Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Individual or Relay National Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
NCAA Team National Top 20 Finish (M/W Cross Country, M/W Track & Field)	\$10,000	
NCAA Team National Championship (M/W Cross Country, M/W Track & Field)	\$20,000	Not cumulative with Top 20 Finish Incentive
National Coach of the Year	\$10,000	As presented by the USTFCCCA
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Such salary performance incentives are cumulative and cannot exceed \$50,000 per contract year.

Section 11.4 of this agreement is hereby amended to clarify the Coach's buyout should he decide to leave prior to the end of this agreement and is as follows:

In the event COACH terminates the contract without cause, he will be liable to the Foundation for the following amounts due within 30 days of termination:

- If on or before June 30, 2025, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$100,000.
- If between July 1, 2025 and June 30, 2026, Coach shall be liable to the Foundation for the liquidated damage in the amount of \$75,000.
- If between July 1, 2026 and June 30, 2027, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$50,000.
- If on or after July 1, 2027, Coach shall be liable to the Foundation for the liquidated damages in the amount of \$25,000.

All other terms of the agreement are unaffected and shall continue in full force and effect, and his base salary remains at \$100,000 in the current contract year. If there is a conflict between this amendment and the agreement, the terms of this amendment will prevail.

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 contractual amendment with Mr. Brian Johnson, Director of Men's and Women's Track & Field/Cross Country, effective January 9, 2025.

**AMENDMENT TO
CONTRACT OF EMPLOYMENT:
DIRECTOR OF TRACK & FIELD/CROSS COUNTRY**

STATE OF LOUISIANA

PARISH OF LINCOLN

This Amendment ("AMENDMENT") is made and entered into on this 9th day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), and **BRIAN JOHNSON** ("COACH") and amends the Contract of Employment ("AGREEMENT") previously executed by the parties on August 22, 2024. The terms and conditions set forth in this AMENDMENT 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 AMENDMENT by virtue of being a party to the AGREEMENT. NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereby amend the AGREEMENT as follows:

Section 5.1 of the AGREEMENT is hereby amended to read as follows:

5.1 In recognition of exemplary athletic 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 Team Champion (M/W Cross Country, M/W Track & Field)	\$5,000	
Conference Individual or Relay Champion (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Regional Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$500	
NCAA National Individual or Relay Qualifier (M/W Cross Country, M/W Track & Field)	\$1,000	
NCAA Individual or Relay National Champion (M/W Cross Country, M/W Track & Field)	\$5,000	

NCAA Team National Top 20 Finish (M/W Cross Country, M/W Track & Field)	\$10,000	
NCAA Team National Championship (M/W Cross Country, M/W Track & Field)	\$20,000	Not cumulative with Top 20 Finish Incentive
National Coach of the Year	\$10,000	As presented by the USTFCCCA
Conference Coach of the Year	\$5,000	Official award presented by the Conference

Performance Incentive payout may not exceed \$50,000 per contract year.

Section 11.4 of the AGREEMENT is hereby amended to read as follows:

11.4 In the event COACH terminates the contract without cause, he will be liable to the FOUNDATION for the following amounts due within thirty (30) days of termination:

- If on or before June 30, 2025, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).
- If between July 1, 2025 and June 30, 2026, COACH shall be liable to the FOUNDATION for the liquidated damage in the amount of seventy-five thousand dollars (\$75,000.00).
- If between July 1, 2026 and June 30, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of fifty thousand dollars (\$50,000.00).
- If on or after July 1, 2027, COACH shall be liable to the FOUNDATION for the liquidated damages in the amount of twenty-five thousand dollars (\$25,000.00).

Except as expressly set forth above, all other terms of the AGREEMENT are unaffected and shall continue in full force and effect. If there is a conflict between this AMENDMENT and the AGREEMENT, the terms of this AMENDMENT will prevail.

SIGNATURE PAGE TO FOLLOW


**AMENDMENT TO:
CONTRACT OF EMPLOYMENT
DIRECTOR OF TRACK & FIELD/CROSS COUNTRY**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


Jim Henderson (Jan 15, 2025 37:28 CDT)

By: DR. JIM HENDERSON
PRESIDENT


Ryan Ivey (Jan 9, 2025 08:21:51)

By: RYAN IVEY
VICE PRESIDENT/DIRECTOR OF
ATHLETICS



Brian Johnson (Jan 9, 2025 14:10:05)

By: BRIAN JOHNSON
DIRECTOR OF TRACK & FIELD/CROSS
COUNTRY


Hunter Geisman (Jan 9, 2025 14:10:05)

By: HUNTER GEISMAN
TRACK & FIELD SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 9, 2025 15:00:05)

By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT/CEO

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

ATHLETIC COMMITTEE

February 27, 2025

- Item F.4.** **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:

- **Dan Sharp, Special Teams Coordinator/Assistant Head Coach** - Under the proposed agreement from February 1, 2025 through January 31, 2026, Assistant Coach's annual salary is \$150,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$50,000; \$25,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.
- **Tony Franklin, Offensive Coordinator** - Under the proposed agreement from December 12, 2024 through January 31, 2027, Assistant Coach's annual salary is \$200,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expirations, Assistant Coach will be paid all of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to expiration, he shall pay \$200,000 if on or before January 31, 2026; \$100,000 if between February 1, 2026 and September 4, 2026; \$50,000 if between September 5, 2026 and the 2026 conference championship game; or no buyout the day after the 2026 conference championship game.
- **Teddy Veal, Running Backs Coach** - Under the proposed agreement from February 1, 2025 through January 31, 2026, Assistant Coach's annual salary is \$110,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement

of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$35,000; \$15,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.

- **Lorenzo Joe, Wide Receivers Coach** - Under the proposed agreement from February 1, 2025 through January 31, 2026, Assistant Coach's annual salary is \$90,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$35,000; \$15,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.
- **Sam Carter, Safeties Coach** - Under the proposed agreement from January 31, 2025 through January 31, 2026, Assistant Coach's annual salary is \$140,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$50,000; \$25,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.
- **Josh Creech, Linebackers Coach** - Under the proposed agreement from January 24, 2025 through January 31, 2026, Assistant Coach's annual salary is \$130,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should the University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$50,000; \$25,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.

- **Carlton Buckels, Defensive Pass Game Coordinator/Cornerbacks Coach** - Under the proposed agreement from January 24, 2025 through January 31, 2026, Assistant Coach's annual salary is \$80,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$6,000 per year for his fundraising and public appearance services to the Foundation. Should University terminate the contract without cause prior to expiration, Assistant Coach will be paid 75% of the remaining base salary in monthly installments through athletic-related funds in the Foundation. Should Assistant Coach terminate the contract without cause prior to the first competition of the 2025 football season, he shall pay to the Foundation \$35,000; \$15,000 between the first competition and the conference championships game; or no buyout the date after the conference championship game.

Each of the coaches has both performance and academic incentives detailed in his contract. Should those marks be achieved, the incentives will be paid out through athletic-related Foundation funds.

The University and the Louisiana Tech University Foundation signed these joint agreements with the Assistant Coaches.

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 contractual agreements with Assistant Football Coaches: Mr. Dan Sharp, Mr. Tony Franklin, Mr. Teddy Veal Mr. Lorenzo Joe, Mr. Sam Carter, Mr. Josh Creech, and Mr. Carlton Buckels.

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH – SPECIAL TEAMS COORDINATOR/ASST. HEAD
COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 10th day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **DAN SHARP** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **SPECIAL TEAMS COORDINATOR/ASST. HEAD 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 **SPECIAL TEAMS COORDINATOR/ASST. HEAD 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 February 1, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of one hundred fifty thousand dollars (\$150,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

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

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
OR	OR
Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to **ASSISTANT COACH** for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for the fifty thousand dollars (\$50,000). Should ASSISTANT COACH terminate this AGREEMENT between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for twenty-five thousand dollars (\$25,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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:

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
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 – SPECIAL TEAMS COORDINATOR/ASST. HEAD
COACH**


SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


Jim Henderson (Jan 12, 2015 02:59 CST)
By: **DR. JIM HENDERSON**
PRESIDENT


Dan Sharp (Jan 10, 2015 08:28 CST)
By: **DAN SHARP**
SPECIAL TEAMS
COORDINATOR


Ryan Ivey (Jan 10, 2015 07:49 CST)
By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Sonny Cumbie (Jan 10, 2015 08:11 CST)
By: **SONNY CUMBIE**
HEAD FOOTBALL COACH


Gerald Jordan (Jan 10, 2015 07:58 CST)
By: **GERALD JORDAN**
FOOTBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 10, 2015 02:07 CST)
By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 8th day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **TONY FRANKLIN** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **OFFENSIVE 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 **OFFENSIVE COORDINATOR**.

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

3.0 Term

The term of this AGREEMENT commences December 12, 2024 and ends on January 31, 2027. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

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. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

6.1 In recognition of exemplary athletic performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of

private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$20,000
Broyles Award Winner	\$10,000
Team Finishes Top 20 in FBS in Scoring Offense	\$5,000
Team Finishes Top 20 in FBS in Total Offense	\$5,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$1,500
OR	OR
Annual Team GPA 3.50-3.74	\$2,500
OR	OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949	\$1,500
OR	OR
Annual APR Score 950-974	\$2,500
OR	OR
Annual APR Score 975+	\$3,500

Academic Achievement Incentive payout may not exceed \$7,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION

shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

ASSISTANT COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment,

sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages an amount not to exceed 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 and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without cause he shall be liable to the FOUNDATION for the following amounts:

- If on or before January 31, 2026, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of two hundred thousand dollars (\$200,000.00).
- If between February 1, 2026 and September 4, 2026, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of one hundred thousand dollars (\$100,000.00).
- If between September 5, 2026 and the date of the 2026 conference championship football game, COACH shall be liable to the FOUNDATION for liquidated damages in the amount of fifty thousand dollars (\$50,000.00).

Should ASSISTANT COACH terminate this AGREEMENT without cause the day after the 2026 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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:

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
Ruston, LA 71270

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

16.0 Merger Clause/No Oral Modification

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

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

17.0 Sole Remedy

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

18.0 Governing Law

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

19.0 Agreement Freely and Voluntarily Entered Into

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

SIGNATURE PAGE TO FOLLOW

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

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

Jim Henderson
Jim Henderson (Jan 9, 2019 09:03 CST)

By: **DR. JIM HENDERSON**
PRESIDENT

Tony Franklin
Tony Franklin (Jan 13, 2019 17:29 CST)

By: **TONY FRANKLIN**
OFFENSIVE COORDINATOR

Ryan Ivey
Ryan Ivey (Jan 9, 2019 08:51 CST)

By: **RYAN IVEY**
**VICE PRESIDENT/DIRECTOR
OF ATHLETICS**

Sonny Cumbie
Sonny Cumbie (Jan 8, 2019 15:40 CST)

By: **SONNY CUMBIE**
HEAD FOOTBALL COACH

Gerald Jordan
Gerald Jordan (Jan 8, 2019 15:48 CST)

By: **GERALD JORDAN**
**FOOTBALL SPORT
ADMINISTRATOR**

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 8, 2019 11:58 CST)

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 31st day of January, 2025, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **TEDDY VEAL** (“ASSISTANT COACH”). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **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 February 1, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

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. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

6.1 In recognition of exemplary athletic performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of

private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
OR	OR
Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No

withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for the thirty-five thousand dollars (\$35,000). Should ASSISTANT COACH terminate this

AGREEMENT between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for fifteen thousand dollars (\$15,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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:

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
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


Jim Henderson (Jan 8, 2025 09:45 CST)

By: **DR. JIM HENDERSON**
PRESIDENT


Ryan Ivey (Jan 8, 2025 08:55 CST)

By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Gerald Jordan (Jan 8, 2025 14:38 CST)

By: **GERALD JORDAN**
FOOTBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 8, 2025 14:58 CST)

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT


Teddy Veal (Jan 8, 2025 09:45 CST)

By: **TEDDY VEAL**
RUNNING BACKS COACH


Sonny Cumbie (Jan 8, 2025 11:30 CST)

By: **SONNY CUMBIE**
HEAD FOOTBALL COACH

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 10th day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **LORENZO JOE** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **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 February 1, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

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. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

6.1 In recognition of exemplary athletic performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of

private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
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Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No

withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for thirty-five thousand dollars (\$35,000). Should ASSISTANT COACH terminate this AGREEMENT

between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for fifteen thousand dollars (\$15,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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:

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
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


Jim Henderson (Jan 8, 2025 09:53 CST)

By: **DR. JIM HENDERSON**
PRESIDENT

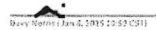

Ryan Ivey (Jan 7, 2025 08:56 CST)

By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Gerald Jordan (Jan 8, 2025 10:37 CST)

By: **GERALD JORDAN**
FOOTBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


Davy Norris (Jan 8, 2025 12:53 CST)

By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT


Lorenzo Joe (Jan 10, 2025 10:54 CST)

By: **LORENZO JOE**
WIDE RECEIVERS COACH


Sonny Cumbie (Jan 8, 2025 15:00 CST)

By: **SONNY CUMBIE**
HEAD FOOTBALL COACH

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 31st day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **SAM CARTER** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **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 **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 January 31, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of one hundred forty thousand dollars (\$140,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

6.1 In recognition of exemplary athletic performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of

private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
OR	OR
Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No

withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for the fifty thousand dollars (\$50,000). Should ASSISTANT COACH terminate this AGREEMENT

between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for twenty-five thousand dollars (\$25,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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:

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
Ruston, LA 71270

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

16.0 Merger Clause/No Oral Modification

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

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

17.0 Sole Remedy

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

18.0 Governing Law

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

19.0 Agreement Freely and Voluntarily Entered Into

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

SIGNATURE PAGE TO FOLLOW


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

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



Jim Henderson (Jan 31, 2025 10:56 CST)
By: **DR. JIM HENDERSON**
PRESIDENT




Ryan Ivey (Jan 31, 2025 10:44 CST)
By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS

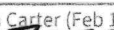


Gerald Jordan (Jan 31, 2025 11:34 CST)
By: **GERALD JORDAN**
FOOTBALL SPORT
ADMINISTRATOR


LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



Davy Norris (Jan 31, 2025 14:11 CST)
By: **DR. DAVY NORRIS**
SENIOR VICE PRESIDENT



Sam Carter (Feb 1, 2025 04:56 CST)
By: **SAM CARTER**
SAFETIES COACH



Sonny Cumbie (Jan 31, 2025 10:41 CST)
By: **SONNY CUMBIE**
HEAD FOOTBALL COACH

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 28th day of January, 2025, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **JOSH CREECH** (“ASSISTANT COACH”). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **LINEBACKERS 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 **LINEBACKERS COACH**.

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

3.0 Term

The term of this AGREEMENT commences January 24, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of one hundred thirty thousand dollars (\$130,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

6.1 In recognition of exemplary athletic performance and the additional work that is required for post-season games and events and as an incentive for ASSISTANT COACH to achieve the goals described below, and since such additional work generally results in an influx of

private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
OR	OR
Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

6.3 Any supplemental payment earned pursuant to this section shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to ASSISTANT COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No

withholdings will be made from these payments, and ASSISTANT COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to ASSISTANT COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

7.0 Outside Income

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

8.1. ASSISTANT COACH shall abide by the applicable rules and regulations of the NCAA, Conference and UNIVERSITY. If ASSISTANT COACH is personally found to be in

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that ASSISTANT COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to ASSISTANT COACH for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for the fifty thousand dollars (\$50,000). Should ASSISTANT COACH terminate this AGREEMENT

between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for twenty-five thousand dollars (\$25,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

13.0 Termination – General Provisions

13.1. If ASSISTANT COACH terminates the AGREEMENT, or if the AGREEMENT is terminated for cause, UNIVERSITY shall not be liable for any payments or benefits after the

date of termination, except for amounts previously earned (including supplemental payment) but not yet paid.

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

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

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

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

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

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

Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
Ruston, LA 71270

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

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

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

17.0 Sole Remedy

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

18.0 Governing Law

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

19.0 Agreement Freely and Voluntarily Entered Into

This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (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 – LINEBACKERS COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



Jim Henderson (Jan 28, 2025 07:59 CST)

By: DR. JIM HENDERSON
PRESIDENT



Josh Creech (Jan 27, 2025 21:14 CST)

By: JOSH CREECH
LINEBACKERS COACH



Ryan Ivey (Jan 27, 2025 16:34 CST)

By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS



Sonny Cumbie (Jan 31, 2025 07:54 CST)

By: SONNY CUMBIE
HEAD FOOTBALL COACH



Gerald Jordan (Jan 27, 2025 18:01 CST)

By: GERALD JORDAN
FOOTBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



Davy Norris (Jan 27, 2025 17:10 CST)

By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT

**CONTRACT OF EMPLOYMENT:
ASSISTANT FOOTBALL COACH – DEFENSIVE PASS GAME
COORDINATOR/CORNERBACKS COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 31st day of January, 2025, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **CARLTON BUCKELS** ("ASSISTANT COACH"). Except where expressly stated otherwise herein the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT FOOTBALL COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **DEFENSIVE PASS GAME COORDINATOR/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 **DEFENSIVE PASS GAME COORDINATOR/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 January 24, 2025 and ends on January 31, 2026. Upon execution of a mutually signed writing, this AGREEMENT can be extended for an additional term (the initial term and any and all renewal terms hereinafter referred to individually and collectively as "Term"). If the parties do not agree to extend the AGREEMENT at the end of the initial term or any renewal term prior to the expiration, this AGREEMENT shall terminate.

4.0 Compensation

4.1. UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of eighty thousand dollars (\$80,000.00) payable in biweekly installments through UNIVERSITY payroll. This amount shall constitute ASSISTANT COACH'S BASE SALARY.

4.2. FOUNDATION, through its athletic funds, shall pay ASSISTANT COACH six thousand dollars (\$6,000.00) annually during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION in monthly installments.

4.3. 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

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

Performance Incentives	
Conference Championship Game Appearance	\$2,500
Conference Championship Game Win	\$5,000
Non-CFP Bowl Game Appearance	\$2,500
Non-CFP Bowl Game Win	\$5,000
College Football Playoff Participant	\$5,000
Each College Football Playoff Win (outside of National Championship)	\$5,000
College Football Playoff National Championship	\$10,000
Broyles Award Winner	\$10,000

Performance Incentive payout may not exceed \$50,000 per contract year.

6.2 In recognition of exemplary academic achievement and as an incentive for ASSISTANT COACH to achieve the goals described below, the FOUNDATION agrees within sixty (60) days after the game or event to pay to ASSISTANT COACH the following supplemental payments:

Academic Achievement Incentives	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,500
OR	OR
Annual Team GPA 3.75+	\$2,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,500
OR	OR
Annual APR Score 975+	\$2,500

Academic Achievement Incentive payout may not exceed \$5,000 per contract year.

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

7.0 Outside Income

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

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

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

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

8.0 Compliance with NCAA, Conference and University Rules

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

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

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

9.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

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

10.0 Termination Without Cause

10.1. Either party may terminate this AGREEMENT without cause by providing written notice to the other party specifying the effective date of termination. Should UNIVERSITY terminate the AGREEMENT without cause prior to the expiration of its current Term, it shall be liable to **ASSISTANT COACH** for liquidated damages not to exceed seventy-five percent (75%) of the remaining 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 monthly installments from the date of termination to the end of the current Term and is subject to ASSISTANT COACH'S duty to mitigate in Section 10.6. This section is binding upon signature of the ASSISTANT COACH.

10.2. Should ASSISTANT COACH terminate this AGREEMENT without Cause prior to the first competition of the 2025 football season, he shall be liable to the FOUNDATION for the thirty-five thousand dollars (\$35,000). Should ASSISTANT COACH terminate this AGREEMENT between the date of the first competition and the date of the conference championship game, he shall be liable to the FOUNDATION for fifteen thousand dollars (\$15,000). Should ASSISTANT COACH terminate this AGREEMENT without Cause the day after the 2025 conference championship football game and prior to a mutually agreed upon written extension, then ASSISTANT COACH shall not have a buyout. 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.

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 and ASSISTANT COACH 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.

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Ryan Ivey
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

Dr. Davy Norris
Senior Vice President for Innovation & Advancement
Louisiana Tech University Foundation
207 West Alabama
Ruston, LA 71270

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This AGREEMENT is voluntarily entered into by the parties and ASSISTANT COACH acknowledges that he: (a) has consulted with or had the opportunity to consult with independent counsel of his own choosing concerning this AGREEMENT and (b) has read and understands this

AGREEMENT, is competent and of sound mind to execute this AGREEMENT and is fully aware of its legal effect.

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ASSISTANT FOOTBALL COACH – DEFENSIVE PASS GAME
COORDINATOR/CORNERBACKS COACH**

SIGNATURE PAGE


LOUISIANA TECH UNIVERSITY




Jim Henderson (Jan 28, 2025 08:20 CST)
By: DR. JIM HENDERSON
PRESIDENT



Carlton Buckels (Jan 31, 2025 08:35 CST)
By: CARLTON BUCKELS
DEFENSIVE PASS GAME
COORDINATOR/CORNERBACKS
COACH



Ryan Ivey (Jan 27, 2025 16:44 CST)
By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS




Sonny Cumbie (Jan 27, 2025 19:57 CST)
By: SONNY CUMBIE
HEAD FOOTBALL COACH



Gerald Jordan (Jan 27, 2025 17:08 CST)
By: GERALD JORDAN
FOOTBALL SPORT
ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



Davy Norris (Jan 27, 2025 17:04 CST)
By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT