

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.1. Louisiana Tech University’s request for approval of contractual agreements between various Assistant Baseball Coaches, Louisiana Tech University, and the Louisiana Tech University Foundation.

EXECUTIVE SUMMARY

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

- **Cooper Fouts** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$100,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$10,000 payable in monthly installments for role as a fundraiser for the Foundation.
- **Jake Wells** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$100,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$20,000 payable in monthly installments for role as a fundraiser for the Foundation.
- **Matt Miller** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$30,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$2,000 payable in monthly installments for role as a fundraiser for the Foundation.

Foundation shall pay Assistant Coach the following performance and academic incentives:

Performance Incentives	
Conference Regular Season Champion	\$2,500
NCAA Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Men’s College World Series Participant	\$10,000
NCAA Men’s College World Series Champion	\$15,000
National Coach of the Year (as presented by the American Baseball Coaches Association)	\$5,000

These performance incentives are cumulative and may not exceed \$40,000 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

These 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 all amounts of base salary which would have been owed to the Assistant Coach had he completed the current term. Such damages shall be paid by the Foundation in regularly scheduled installments from the date of termination to the end of the current term.

Should Assistant Coach terminate this agreement without cause prior to the first game of the 2024-25 Baseball Season due to taking employment at another Division I institution as a baseball coach, Assistant Coaches Fouts and Wells shall owe the Foundation \$25,000 payable within 30 days of notice; Assistant Coach Miller 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 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 contracts with Assistant Baseball Coaches: Cooper Fouts, Jake Wells, and Matt Miller.*

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as ASSISTANT **BASEBALL COACH** for the Louisiana Tech Baseball 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 Baseball Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

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

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

2.2. Devote such professional time, attention and energy to 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 BASEBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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

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

UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH ten thousand (\$10,000.00) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

4.3 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.

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000

NCAA Men's College World Series Participant	\$10,000
NCAA Men's College World Series Champion	\$15,000
National Coach of the Year (as presented by the American Baseball Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 all amounts of 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 game of the 2024-2025 Baseball season due to taking employment at another Division 1 institution as a baseball coach, ASSISTANT COACH shall owe to the FOUNDATION twenty-five thousand dollars (\$25,000.00). 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 9.1, 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 Baseball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Baseball Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of 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 Baseball 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 Baseball 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 Baseball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Baseball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

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

Dr. 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 BASEBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


lhtc-henderson.lhtc.16.2024.14.5P.CDT

By: **DR. JIM HENDERSON**
PRESIDENT


lhtc-ivey.lhtc.16.2024.14.5P.CDT

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


lhtc-jordan.lhtc.16.2024.14.5P.CDT

By: **GERALD JORDAN**
BASEBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



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


lhtc-fouts.lhtc.16.2024.14.5P.CDT

By: **COOPER FOUTS**
ASSISTANT BASEBALL COACH


lhtc-burroughs.lhtc.16.2024.14.5P.CDT

By: **LANE BURROUGHS**
HEAD BASEBALL COACH

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as ASSISTANT **BASEBALL COACH** for the Louisiana Tech Baseball 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 Baseball Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

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

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

2.2. Devote such professional time, attention and energy to 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 themself in a manner that supports academic integrity.

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

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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

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

UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH twenty thousand (\$20,000.00) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

4.3 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.

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000

NCAA Men's College World Series Participant	\$10,000
NCAA Men's College World Series Champion	\$15,000
National Coach of the Year (as presented by the American Baseball Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 all amounts of 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 game of the 2024-2025 Baseball season due to taking employment at another Division 1 institution as a baseball coach, ASSISTANT COACH shall owe to the FOUNDATION twenty-five thousand dollars (\$25,000.00). 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 9.1, 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 Baseball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Baseball Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of 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 Baseball 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 Baseball 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 Baseball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Baseball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

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 BASEBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


Jim Henderson (Jul 18, 2024 15:44 CDT)
By: **DR. JIM HENDERSON**
PRESIDENT


Jake Wells (Jul 18, 2024 21:42 CDT)
By: **JAKE WELLS**
ASSISTANT BASEBALL COACH


Ryan Ivey (Jul 18, 2024 11:02 CDT)
By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Lane Burroughs (Jul 18, 2024 13:57 CDT)
By: **LANE BURROUGHS**
HEAD BASEBALL COACH


Gerald Jordan (Jul 19, 2024 11:16 CDT)
By: **GERALD JORDAN**
BASEBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT BASEBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as ASSISTANT **BASEBALL COACH** for the Louisiana Tech Baseball 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 Baseball Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

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

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

2.2. Devote such professional time, attention and energy to 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 themself in a manner that supports academic integrity.

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

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of thirty thousand dollars (\$30,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH two thousand (\$2,000.00) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

4.3 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.

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Men's College World Series Participant	\$10,000
NCAA Men's College World Series Champion	\$15,000

National Coach of the Year (as presented by the American Baseball Coaches Association)	\$5,000
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Performance Incentive payout may not exceed \$40,000 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 all amounts of 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 game of the 2024-2025 Baseball season due to taking employment at another Division 1 institution as a baseball coach, 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 9.1, 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 Baseball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Baseball Assistant Coach, ASSISTANT COACH's unwillingness to perform such required material duties to the best of 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 Baseball 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 Baseball 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 Baseball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Baseball Assistant Coach. If this AGREEMENT is terminated pursuant to this section, UNIVERSITY and FOUNDATION shall be relieved of all liabilities and/or obligations under this AGREEMENT as of the date of death or disability.

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 BASEBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


Jim Henderson (Jul 18, 2024 15:31 CDT)
By: **DR. JIM HENDERSON**
PRESIDENT


Matt Miller (Jul 18, 2024 15:31 CDT)
By: **MATT MILLER**
ASSISTANT BASEBALL COACH


Ryan Ivey (Jul 18, 2024 15:31 CDT)
By: **RYAN IVEY**
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Lane Burroughs (Jul 18, 2024 15:31 CDT)
By: **LANE BURROUGHS**
HEAD BASEBALL COACH


Gerald Jordan (Jul 18, 2024 15:31 CDT)
By: **GERALD JORDAN**
BASEBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


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

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 22, 2024

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

EXECUTIVE SUMMARY

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

- **Tyson Batiste** - Under the proposed agreement from June 21, 2024 through April 30, 2025, Assistant Coach's annual salary is \$65,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$10,000 payable in monthly installments for role as a fundraiser for the Foundation.
- **Kavin Gilder-Tilbury** - Under the proposed agreement from July 1, 2024 through April 30, 2025, Assistant Coach's annual salary is \$51,000 payable in bi-weekly installments. Foundation shall pay Assistant Coach an annual supplement of \$10,000 payable in monthly installments for role as a fundraiser for the Foundation.

Should the University terminate the agreement without cause prior to the expiration of its current term, it shall be liable to the Assistant Coach for liquidated damages which shall include all amounts of base salary which would have been owed to the Assistant Coach had he completed the current term. Such damages shall be paid by the Foundation in regularly scheduled installments from the date of termination to the end of the current term.

Should Assistant Coach terminate this agreement without cause prior to the first game of the 2024-25 Men's Basketball Season due to taking employment at another Division I institution as a men's basketball coach, Assistant Coach shall owe the Foundation \$5,000 payable within 30 days of notice.

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval of contracts with Assistant Men's Basketball Coaches: Tyson Batiste and Kavin Gilder-Tilbury.*

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

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2024, between Louisiana Tech University ("UNIVERSITY"), through its President, Dr. Jim Henderson, and **TYSON BATISTE** ("ASSISTANT COACH"). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment ("AGREEMENT") are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as "BOARD") is obtained. Louisiana Tech University Foundation, Inc. ("FOUNDATION") joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT MEN'S BASKETBALL COACH** for the Louisiana Tech Men's basketball 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 Men's basketball Coach ("HEAD COACH"). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

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

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

2.2. Devote such professional time, attention and energy to 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 MEN'S BASKETBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences June 21, 2024, and ends April 30, 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

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of sixty-five

thousand dollars (\$65,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH ten thousand (\$10,000.00) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

4.3 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.

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 Outside Income

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

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

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

7.0 Compliance with NCAA, Conference and University Rules

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

7.2 ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the applicable policies and regulations of the University of Louisiana System. In public appearances, 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

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

9.0 Termination Without Cause

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

9.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2024-2025 Men's Basketball season due to taking employment at another Division 1 institution as a men's basketball coach, 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.

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

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

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

9.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 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.

9.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate 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.

10.0 Termination With Cause

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

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

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Men's basketball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Men's basketball 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

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

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

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

COACH's normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

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

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

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

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

10.9. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a

manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

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

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

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

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

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

11.0 Automatic Termination Upon Death or Disability of Coach

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

12.0 Termination – General Provisions

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

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

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

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

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

12.5. 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.

13.0 Invalid Provisions

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

14.0 Notice Provision

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

Lisa Bradley
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

15.0 Merger Clause/No Oral Modification

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

16.0 Sole Remedy

ASSISTANT COACH agrees 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.

17.0 Governing Law

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied. Venue for any action arising out of this Agreement shall be in the state and federal courts of the Third Judicial District of Louisiana.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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 MEN'S BASKETBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

Jim Henderson
Jim Henderson (Jul 18, 2024 14:28 CDT)
By: DR. JIM HENDERSON
PRESIDENT

JTB
Tyson Batiste (Jul 18, 2024 11:11 CDT)
By: TYSON BATISTE
ASSISTANT MEN'S
BASKETBALL COACH

Ryan Ivey
Ryan Ivey (Jul 18, 2024 11:26 CDT)
By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS

Talvin Hester
Talvin Hester (Jul 15, 2024 11:33 PDT)
By: TALVIN HESTER
HEAD MEN'S BASKETBALL
COACH

Mary K. Hungate
Mary K. Hungate (Jul 18, 2024 10:15 CDT)
By: MARY KAY HUNGATE
MEN'S BASKETBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

Davy Norris
By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT/CEO

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT MEN’S BASKETBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this _____ day of _____, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **KAVIN GILDER-TILBURY** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 9.2 and 9.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT MEN’S BASKETBALL COACH** for the Louisiana Tech Men’s basketball 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 Men’s basketball Coach (“HEAD COACH”). ASSISTANT COACH shall be responsible and shall report directly to the HEAD COACH.

2.0 Duties

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

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

2.2. Devote such professional time, attention and energy to 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 MEN'S BASKETBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends April 30, 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

4.1 UNIVERSITY agrees to pay ASSISTANT COACH an annual salary of fifty-one

thousand dollars (\$51,000.00) payable in biweekly installments through UNIVERSITY payroll.

4.2 FOUNDATION, through its athletic funds shall pay ASSISTANT COACH ten thousand (\$10,000.00) during the Term for ASSISTANT COACH's fundraising and public appearance services to the FOUNDATION.

4.3 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.

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 Outside Income

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

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

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

7.0 Compliance with NCAA, Conference and University Rules

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

7.2 ASSISTANT COACH shall also abide by state and federal laws, the State of Louisiana Code of Governmental Ethics, applicable UNIVERSITY policies and regulations, and the applicable policies and regulations of the University of Louisiana System. In public appearances, 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.

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

8.0 Title IX and Sexual Misconduct Policy Reporting and Compliance:

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

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

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

9.0 Termination Without Cause

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

9.2 Should ASSISTANT COACH terminate this AGREEMENT prior to the first game of the 2024-2025 Men's Basketball season due to taking employment at another Division 1 institution as a men's basketball coach, 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.

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

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

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

9.5. Except for the obligation to pay ASSISTANT COACH the amount set forth in Section 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.

9.6. UNIVERSITY's and/or FOUNDATION'S obligation to pay liquidated damages to ASSISTANT COACH, as described in Section 9.1, shall be subject to ASSISTANT COACH's duty to mitigate 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.

10.0 Termination With Cause

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

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

10.1. Failure or refusal by ASSISTANT COACH to perform any of the material duties required by this AGREEMENT or reasonably required of a Division I Men’s basketball Assistant Coach, neglect by ASSISTANT COACH of any of the material duties required by this Contract of Employment or reasonably required of a Division I Men’s basketball 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

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

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

10.4. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under ASSISTANT COACH’s supervision and direction, including student-athletes in the program, which violation was known by ASSISTANT COACH in the course of ASSISTANT

COACH's normal duties, and which may, reflect adversely upon UNIVERSITY or its athletics program; or

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

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

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

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

10.9. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Rules or Regulations, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a

manner which is prohibited by Rules or Regulations, or failure or refusal to fully participate and cooperate in UNIVERSITY's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing programs(s); or

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

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

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

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

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

11.0 Automatic Termination Upon Death or Disability of Coach

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

12.0 Termination – General Provisions

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

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

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

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

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

12.5. 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.

13.0 Invalid Provisions

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

14.0 Notice Provision

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

Lisa Bradley
Louisiana Tech University Foundation, Inc.
P.O. Box 3183
Ruston, LA 71272

15.0 Merger Clause/No Oral Modification

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

16.0 Sole Remedy

ASSISTANT COACH agrees 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.

17.0 Governing Law

This AGREEMENT shall be governed by and construed and interpreted by the laws of the State of Louisiana, without giving effect to any choice of law rules or other conflicting provision or rule that would cause the laws of any other jurisdiction to be applied. Venue for any action arising out of this Agreement shall be in the state and federal courts of the Third Judicial District of Louisiana.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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 MEN'S BASKETBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


By: Jim Henderson (Jul 18, 2024 14:03 CDT)
By: DR. JIM HENDERSON
PRESIDENT



By: Kavin Gilder-Tilbury (Jul 18, 2024 14:23 CDT)
By: KAVIN GILDER-TILBURY
ASSISTANT MEN'S
BASKETBALL COACH


By: Ryan Ivey (Jul 18, 2024 14:27 CDT)
By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


By: Talvin Hester (Jul 19, 2024 11:34 FDT)
By: TALVIN HESTER
HEAD MEN'S BASKETBALL
COACH


By: Mary Kay Hungate (Jul 18, 2024 12:24 CDT)
By: MARY KAY HUNGATE
MEN'S BASKETBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.


By: Dr. Davy Norris (Jul 18, 2024 14:03 CDT)
By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT/CEO

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.3. Louisiana Tech University’s request for approval of contractual agreements between various Assistant Softball Coaches, Louisiana Tech University, and the Louisiana Tech University Foundation, effective July 1, 2024.

EXECUTIVE SUMMARY

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

- **Chelsea Cohen** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$56,000 payable in bi-weekly installments.
- **Tyler Krobetsky** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$46,000 payable in bi-weekly installments.
- **Madie Green** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$18,000 payable in bi-weekly installments.

The Louisiana Tech University Foundation shall pay each Assistant Coach the following performance and academic incentives:

Performance Incentives	
Conference Regular Season Champion	\$2,500
NCAA Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Women’s College World Series Participant	\$10,000
NCAA Women’s College World Series Champion	\$15,000
National Coach of the Year (as presented by the National Fastpitch Coaches Association)	\$5,000

These performance incentives are cumulative and may not exceed \$40,000 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

These 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 all amounts of base salary which would have been owed to the Assistant Coach had they 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 game of the 2024-25 Softball Season due to taking employment at another Division I institution as a softball coach, 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 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 contracts with Assistant Softball Coaches: Chelsea Cohen, Tyler Krobetsky, and Madie Green.

**CONTRACT OF EMPLOYMENT:
ASSISTANT SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this ___1st___ day of __July__, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **CHELSEA COHEN** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT SOFTBALL COACH** for the Louisiana Tech Softball 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 Softball 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 SOFTBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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 fifty-six thousand dollars (\$56,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

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

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Women's College World Series Participant	\$10,000
NCAA Women's College World Series Champion	\$15,000
National Coach of the Year (as presented by the National Fastpitch Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 OR	\$1,500 OR
Annual Team GPA 3.50-3.74 OR	\$2,500 OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949 OR	\$1,500 OR
Annual APR Score 950-974 OR	\$2,500 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 all amounts of 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 game of the 2024-2025 Softball season due to taking employment at another Division 1 institution as a softball coach, 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 9.1, 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 Softball 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 Softball 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 Softball 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 Softball 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

Softball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Softball 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

Lisa Bradley
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 SOFTBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: **DR. JIM HENDERSON**
PRESIDENT

Chelsea Cohen

By: **CHELSEA COHEN**
ASSISTANT SOFTBALL COACH

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

By: **JOSH TAYLOR**
HEAD SOFTBALL COACH

By: **MALCOLM BUTLER**
SOFTBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: **LISA BRADLEY**
INTERIM VICE PRESIDENT/CEO

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1 ___ day of _____ July, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **TYLER KROBETZKY** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT SOFTBALL COACH** for the Louisiana Tech Softball 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 Softball 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 SOFTBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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-six

thousand dollars (\$46,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

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

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Women's College World Series Participant	\$10,000
NCAA Women's College World Series Champion	\$15,000
National Coach of the Year (as presented by the National Fastpitch Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 OR	\$1,500 OR
Annual Team GPA 3.50-3.74 OR	\$2,500 OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949 OR	\$1,500 OR
Annual APR Score 950-974 OR	\$2,500 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 all amounts of 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 game of the 2024-2025 Softball season due to taking employment at another Division 1 institution as a softball coach, 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 9.1, 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 Softball 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 Softball 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 Softball 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 Softball 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 Softball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Softball 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.

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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.

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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.

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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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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

Lisa Bradley
Louisiana Tech University Foundation, Inc.
P.O. Box 3183

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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 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 SOFTBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: DR. JIM HENDERSON
PRESIDENT

Tyler Knobetzky
By: TYLER KROBETZKY
ASSISTANT SOFTBALL COACH

By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS

By: JOSH TAYLOR
HEAD SOFTBALL COACH

By: MALCOLM BUTLER
SOFTBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: LISA BRADLEY
INTERIM VICE PRESIDENT/CEO

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT SOFTBALL COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 1st day of July 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **MADIE GREEN** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT SOFTBALL COACH** for the Louisiana Tech Softball 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 Softball 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 SOFTBALL COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 1, 2024, and ends June 30, 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 eighteen thousand dollars (\$18,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

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

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 Regional Participant	\$2,500
NCAA Super Regional Participant	\$5,000
NCAA Women's College World Series Participant	\$10,000
NCAA Women's College World Series Champion	\$15,000
National Coach of the Year (as presented by the National Fastpitch Coaches Association)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 OR	\$1,500 OR
Annual Team GPA 3.50-3.74 OR	\$2,500 OR
Annual Team GPA 3.75+	\$3,500
Annual APR Score of 930-949 OR	\$1,500 OR
Annual APR Score 950-974 OR	\$2,500 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 all amounts of 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 game of the 2024-2025 Softball season due to taking employment at another Division 1 institution as a softball coach, 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 9.1, 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 Softball 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 Softball 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 Softball 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 Softball 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

Softball Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Softball 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

Lisa Bradley
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 SOFTBALL COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: **DR. JIM HENDERSON**
PRESIDENT



By: **MADIE GREEN**
ASSISTANT SOFTBALL COACH

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

By: **JOSH TAYLOR**
HEAD SOFTBALL COACH

By: **MALCOLM BUTLER**
SOFTBALL SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: **LISA BRADLEY**
INTERIM VICE PRESIDENT/CEO

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

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

Mr. Rick Gallot, JD
President
University of Louisiana System

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

ATHLETIC COMMITTEE

August 22, 2024

Item G.4. Louisiana Tech University’s request for approval of contractual agreements between various Assistant Track & Field/Cross Country Coaches, Louisiana Tech University, and the Louisiana Tech University Foundation.

EXECUTIVE SUMMARY

The University is requesting approval of the following Assistant Track & Field/Cross Country Coaches Contracts for Employment:

- **George Cleare** - Under the proposed agreement from July 1, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$70,000 payable in bi-weekly installments.

Foundation shall pay Assistant Coach the following performance and academic incentives:

Performance Incentives (M/W Track & Field)	
Conference Team Champion	\$2,500
Conference Individual or Relay Champion – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$500
NCAA Regional Individual or Relay Qualifier – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$250
NCAA National Individual or Relay Qualifier – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$500
NCAA Individual or Relay National Champion – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$1,000
NCAA Team National Champion	\$10,000
National Coach of the Year (as presented by the USTFCCCA)	\$5,000

These performance incentives are cumulative and may not exceed \$40,000 per contract year.

Academic Achievement Incentives (M/W Track & Field)	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,000
OR	OR
Annual Team GPA 3.75+	\$1,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,000
OR	OR
Annual APR Score 975+	\$1,500

These academic achievement incentives are cumulative and may not exceed \$6,000 per contract year.

- **Halle McClintock** - Under the proposed agreement from July 15, 2024 through June 30, 2025, Assistant Coach’s annual salary is \$40,000 payable in bi-weekly installments.

Foundation shall pay Assistant Coach the following performance and academic incentives:

Performance Incentives (M/W Track & Field & M/W Cross Country)	
Conference Team Champion	\$2,500
Conference Individual or Relay Champion – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$500
NCAA Regional Individual or Relay Qualifier – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$250
NCAA National Individual or Relay Qualifier – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$500
NCAA Individual or Relay National Champion – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$1,000
NCAA Team National Champion	\$10,000
National Coach of the Year (as presented by the USTFCCCA)	\$5,000

These performance incentives are cumulative and may not exceed \$40,000 per contract year.

Academic Achievement Incentives (M/W Track & Field)	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,000
OR	OR
Annual Team GPA 3.75+	\$1,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,000
OR	OR
Annual APR Score 975+	\$1,500

These academic achievement incentives are cumulative and may not exceed \$6,000 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 all amounts of 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 meet of the 2024-25 Indoor Track & Field Season due to taking employment at another Division I institution as a track & field coach, 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 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 contracts with Assistant Track & Field/Cross Country Coaches: George Cleare and Halle McClintock.

**CONTRACT OF EMPLOYMENT:
TRACK & FIELD ASSOCIATE HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement is made and entered into on this 12th day of July, 2024, between Louisiana Tech University (“UNIVERSITY”), through its President, Dr. Jim Henderson, and **GEORGE CLEARE** (“ASSISTANT COACH”). Except where expressly stated otherwise herein, including Sections 10.2 and 10.3, the terms and conditions set forth in this Contract of Employment (“AGREEMENT”) are not binding upon the parties until approval of the Board of Supervisors for the University of Louisiana System (hereinafter referred to as “BOARD”) is obtained. Louisiana Tech University Foundation, Inc. (“FOUNDATION”) joins in this AGREEMENT consenting to the obligations incurred by the FOUNDATION. This single AGREEMENT shall become the agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **TRACK & FIELD ASSOCIATE HEAD COACH** for the Louisiana Tech Track & Field 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 Track & Field 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 **TRACK & FIELD ASSOCIATE 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 July 1, 2024, and ends June 30, 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 seventy thousand

dollars (\$70,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

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

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 (M/W Track & Field)	
Conference Team Champion	\$2,500
Conference Individual or Relay Champion – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$500
NCAA Regional Individual or Relay Qualifier – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$250
NCAA National Individual or Relay Qualifier – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$500
NCAA Individual or Relay National Champion – Long Jump, High Jump, Triple Jump, 100m, 200m, 400m, 100m Hurdles, 400m Hurdles, 4x100m Relay, 4x400m Relay	\$1,000
NCAA Team National Champion	\$10,000
National Coach of the Year (as presented by the USTFCCA)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 (M/W Track & Field)	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,000
OR	OR
Annual Team GPA 3.75+	\$1,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,000
OR	OR
Annual APR Score 975+	\$1,500

Academic Achievement Incentive payout may not exceed \$6,000 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 all amounts of 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 meet of the 2024-2025 Indoor Track & Field season due to taking employment at another Division 1 institution as a track & field coach, 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 9.1, 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 Track & Field 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 Track & Field 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 Track & Field 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 Track & Field 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 Track & Field Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Track & Field 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

Lisa Bradley
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:
TRACK & FIELD ASSOCIATE HEAD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY


James B. Henderson | Jul 15, 2024 13:44 CDT

By: DR. JIM HENDERSON
PRESIDENT


George Cleare | Jul 15, 2024 10:34 CDT

By: GEORGE CLEARE
TRACK & FIELD ASSOCIATE
HEAD COACH


Ryan Ivey | Jul 15, 2024 13:48 CDT

By: RYAN IVEY
VICE PRESIDENT/DIRECTOR
OF ATHLETICS


Brian Johnson | Jul 15, 2024 13:09 CDT

By: BRIAN JOHNSON
HEAD TRACK & FIELD COACH


Hunter Geisman | Jul 15, 2024 13:48 CDT

By: HUNTER GEISMAN
TRACK & FIELD SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



By: DR. DAVY NORRIS
SENIOR VICE PRESIDENT/CEO

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
TRACK & FIELD ASSOCIATE HEAD COACH**

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

Mr. Rick Gallot, JD
President
University of Louisiana System

**CONTRACT OF EMPLOYMENT:
ASSISTANT TRACK & FIELD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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

EMPLOYMENT OF ASSISTANT COACH

1.0 Employment

The UNIVERSITY does hereby employ ASSISTANT COACH as **ASSISTANT TRACK & FIELD COACH** for the Louisiana Tech Track & Field 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 Track & Field 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 TRACK & FIELD COACH**.

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

3.0 Term

The term of this AGREEMENT commences July 15, 2024, and ends June 30, 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 thousand

dollars (\$40,000.00) payable in biweekly installments through UNIVERSITY payroll.

5.0 Employee Benefits

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

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 (M/W Track & Field & M/W Cross Country)	
Conference Team Champion	\$2,500
Conference Individual or Relay Champion – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$500
NCAA Regional Individual or Relay Qualifier – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$250
NCAA National Individual or Relay Qualifier – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$500
NCAA Individual or Relay National Champion – Cross Country, 800m, 1,500m, 5,000m, 10,000m, 3,000m Steeple	\$1,000
NCAA Team National Champion	\$10,000
National Coach of the Year (as presented by the USTFCCA)	\$5,000

Performance Incentive payout may not exceed \$40,000 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 (M/W Track & Field)	
Annual Team GPA of 3.0-3.49	\$500
OR	OR
Annual Team GPA 3.50-3.74	\$1,000
OR	OR
Annual Team GPA 3.75+	\$1,500
Annual APR Score of 930-949	\$500
OR	OR
Annual APR Score 950-974	\$1,000
OR	OR
Annual APR Score 975+	\$1,500

Academic Achievement Incentive payout may not exceed \$6,000 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 all amounts of 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 meet of the 2024-2025 Indoor Track & Field season due to taking employment at another Division 1 institution as a track & field coach, 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 9.1, 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 Track & Field 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 Track & Field 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 Track & Field 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 Track & Field 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 Track & Field Coach with concurrence of the Director of Athletics, ASSISTANT COACH is unable to satisfactorily perform all duties of a NCAA Division I Track & Field 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

Lisa Bradley
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 TRACK & FIELD COACH**

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY



By: **DR. JIM HENDERSON**
PRESIDENT



By: **HALLE MCCLINTOCK**
ASSISTANT TRACK & FIELD
COACH



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



By: **BRIAN JOHNSON**
HEAD TRACK & FIELD COACH



By: **HUNTER GEISMAN**
TRACK & FIELD SPORT ADMINISTRATOR

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.



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

**RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
ASSISTANT TRACK & FIELD COACH**

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

Mr. Rick Gallot, JD
President
University of Louisiana System