

UNIVERSITY OF
LOUISIANA
S Y S T E M

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July 5, 2022

Dr. Les Guice, President
Louisiana Tech University
Ruston, LA 71272

Dear Dr. Guice:

On June 23, 2022, the Board of Supervisors for the University of Louisiana System approved the following requests from Louisiana Tech University:

- G.1. Request to approve a contract with Mr. Sonny Cumbie, Head Football Coach, the University, and Louisiana Tech University Foundation, effective December 1, 2021.
- G.2. Request to approve contracts with Assistant Football Coaches Jake Brown; Peter Hopkins; Scott Parr; Scott Power; Dave Scholz; Dan Sharp; Paul Turner; Casey Walker; Marcus Walker; and Nathan Young.
- I.2. Request to assess a tuition rate of \$400 per credit hour for undergraduate and \$475 per credit hour for graduate online programs as allowed by Act 426 of the 2013 Regular Session.
- I.3. Request to approve the University's Fiscal Year 2022-23 Internal Audit Plan.

Enclosed for your records are the Executive Summaries with the resolutions that were approved by the Board along with the approved personnel actions. If you have any questions, please do not hesitate to contact me.

Sincerely,

JKahn

Jeannine Kahn, Ph.D.
Provost and Vice President for Academic Affairs

Approved by the Board of Supervisors for the University of Louisiana System on June 23, 2022.

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

ATHLETIC COMMITTEE

June 23, 2022

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

EXECUTIVE SUMMARY

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

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

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

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

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

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

Executive Summary

June 23, 2022

Page 2

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

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

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

***Non-Cumulative

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

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

RECOMMENDATION

It is recommended that the following resolution be adopted:

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



G.1.

LOUISIANA TECH
UNIVERSITY[®]

OFFICE OF THE PRESIDENT

June 1, 2022

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

Dear Dr. Henderson:

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

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

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

Thank you for your attention to this matter.

Sincerely,

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

Leslie K. Guice
President

enclosures

**CONTRACT OF EMPLOYMENT
FOOTBALL HEAD COACH**

STATE OF LOUISIANA

PARISH OF LINCOLN

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

EMPLOYMENT OF FOOTBALL HEAD COACH

1.0 Employment

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

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY'S

Director of Athletics and shall confer with the Director of Athletics or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President. In the event of conflicting instructions, it is understood that the UNIVERSITY President's direction shall control.

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

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

2.0 Term

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

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

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

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

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

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

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

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

3.0 Compensation

3.1 In consideration of COACH'S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary of \$200,000 for the term of this agreement, payable on a bi-weekly basis.

3.2 The FOUNDATION through its athletic funds shall pay COACH a monthly payment in the amount below for COACH's role in the Louisiana Tech Radio Network and for COACH's role as a fundraiser for Louisiana Tech Athletics and Louisiana Tech Football:

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

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

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

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

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

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

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable

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

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

4.0 Employee Benefits

4.1 UNIVERSITY will provide COACH the opportunity to participate in benefit plans including health insurance, dental insurance, retirement, disability, and/or life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY, as defined in Paragraph 3.1. University shall also provide to COACH 12 season tickets to home football games any post-season football games in which the university participates, 10 tickets all away football games, and 6 tickets to all home men's basketball games. UNIVERSITY also agrees to include travel and lodging expenses for the annual Football Coach's Association Meeting in the football program's annual operating budget.

4.2 FOUNDATION will provide COACH the following benefits:

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

move into his family home in the area.

- d. Country Club Membership for COACH and up to two members of his coaching staff at the Squire Creek Country Club.
- e. Courtesy SUV or a monthly car stipend up to \$600/month.

5.0 Performance Incentives – Athletic Performance Goals

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

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

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

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

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

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

*** Non-Cumulative

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

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

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

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

6.0 Camps and Clinics

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

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

discrimination.

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

7.0 Shoe, Apparel, and/or Equipment Contracts

In the course of COACH's official duties, COACH shall, as determined by the UNIVERSITY, use the shoes, apparel, and/or equipment of the companies with which the UNIVERSITY has contracted for athletic supplies. Further, COACH, in his capacity as a representative of the Athletic Department, may be directed to endorse, consult, or provide other services for shoe, apparel, and/ or equipment companies. COACH shall make all reasonable efforts to be available as a consultant to shoe, apparel, and/or equipment companies as determined by the Director of Athletics. COACH's consulting duties may include, but are not limited to, providing written or oral feedback concerning the design or performance of products supplied to COACH and his team. Consultation is upon the UNIVERSITY's reasonable request and is subject to timely notice and availability of COACH. Compensation for outside services provided by COACH to athletic shoe, apparel, or equipment companies shall be paid by such companies. COACH's services to the company shall be separate from the services COACH will provide in the course of COACH's official duties for the UNIVERSITY. Payments to COACH for outside services provided by COACH to athletic shoe, apparel, and/or equipment companies shall be subject to Paragraph 8.0 of this contract.

8.0 Outside Income-Subject to Compliance with Board Rules

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

8.2 COACH shall be authorized to earn other revenue while employed by the

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

8.3 COACH shall report annually in writing to the President on or before July 1st, the first such report not due until July 1, 2022, all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and complimentary memberships to social or athletic clubs, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Operating Bylaw 11.2.2).

9.0 Compliance with NCAA, Conference and University Rules

9.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. Conference shall be defined as the athletic conference in which University is a member, which at the time of signing this contract is Conference USA. COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Operating Bylaw 19.2.3). If COACH is found in violation of one or more Level I or Level II NCAA regulations or repeated Level III violations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (See NCAA Operating Bylaw 19), including but not limited to suspension without pay or

termination of employment (See also NCAA Operating Bylaw 11.2.1) COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious material violations of Conference and/or UNIVERSITY regulations.

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

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

10.0 Football Staff

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

Contract Year 1: \$1,700,000

Contract Year 2: \$1,700,000

Contract Year 3: \$1,800,000

Contract Year 4: \$1,800,000

Contract Year 5: \$1,800,000

11.0 Termination

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

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

If COACH should obtain new employment prior to the last installment payment of liquidated damages, COACH shall notify the Director of Athletics of such new employment. Any further obligation of FOUNDATION to COACH shall be reduced by amount of salary or payment from new employment. Employment for purposes of this paragraph shall include any form of employment, including a contract of employment, employment at-will, or employment as an independent contractor. This paragraph only applies if the termination takes place after the commencement of Contract Year 3.

11.2 UNIVERSITY shall have the right to terminate COACH's employment and this Agreement for cause prior to its expiration on January 31, 2027. In the event this Agreement is terminated for cause, all obligations of UNIVERSITY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In

addition to its normally understood meaning in employment contracts, the term "cause" shall include any of the following:

- a. Failure or refusal by COACH to perform any of the material duties required by this Agreement or reasonably required of a Division I FBS football head coach, neglect by COACH of any of the material duties required by this Agreement or reasonably required of a Division I FBS football head coach, COACH's unwillingness to perform such required material duties to the best of his ability, or any other material breach of this Agreement; or
- b. Insubordination, including but not limited to, deliberate and serious failure to follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures; or
- c. A Level 1 or Level 2 violation or a pattern of Level 3 violations (as described in Section 9.1 herein), whether intentional or negligent, by COACH of any Rules or Regulations, which violation may reflect adversely upon UNIVERSITY or its athletics program, including, but not limited to, any violation which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or Conference; or
- d. A serious or major violation or a pattern of violations of any Rules and Regulations, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under COACH's supervision and direction, including student-athletes in the program, which violation was known by COACH in the course of his normal duties and which reflects adversely upon UNIVERSITY or its athletics program; or
- e. Failure by COACH to report immediately to the Director of Athletics any violations of Rules or Regulations known by COACH; or

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

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

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

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

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

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

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

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

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

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

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

Contract Year 1: \$1,750,000

Contract Year 2: \$1,750,000

Contract Year 3: \$800,000

Contract Year 4: \$600,000

Contract Year 5: \$0

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

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

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

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

12.0 Automatic Termination Upon Death or Disability of Coach

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

disability.

13.0 Termination – General Provisions

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

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

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

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

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

14.0 Invalid Provisions

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

15.0 Notice Provision

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

16.0 Section 409A and 457(f).

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

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

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

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

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

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

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

With Copy To:

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

AND

Brooks Hull, CEO
Louisiana Tech University Foundation
P.O. Box 3183
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to the address he has on file with the UNIVERSITY with copy to:

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

18.0 Merger Clause/No Oral Modification

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

promises or representations between the parties regarding the subject matter of these agreements.

These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW

CONTRACT OF EMPLOYMENT:
FOOTBALL HEAD COACH

SIGNATURE PAGE

LOUISIANA TECH UNIVERSITY

By: DR. LESLIE K. GUICE
PRESIDENT

SONNY CUMBIE
FOOTBALL HEAD COACH

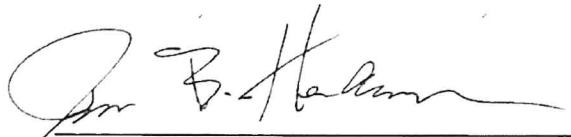
By: DR. ERIC A. WOOD
VICE PRESIDENT AND DIRECTOR OF ATHLETICS

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

By: BROOKS HULL
CHIEF EXECUTIVE OFFICER

RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
FOOTBALL HEAD COACH

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the 23rd day of June, 2022.



Dr. Jim Henderson
President
University of Louisiana System