

**CONTRACT OF EMPLOYMENT:  
HEAD FOOTBALL COACH**

**STATE OF LOUISIANA**

**PARISH OF LINCOLN**

This agreement is made and entered into on this 4<sup>th</sup> day of August, 2020, between Louisiana Tech University (hereinafter referred to as "UNIVERSITY"), through its President, Dr. Les Guice, and Louis L. Holtz, Jr. (hereinafter referred to as "COACH") and replaces that former Contract of Employment between the parties dated September 28, 2017, and approved by the Board of Supervisors of the University of Louisiana System (hereinafter referred to as "BOARD") on October 26, 2017. The purpose of this new Contract of Employment is to extend the term of COACH's employment pursuant to paragraph 2.2 of the Contract of Employment dated September 28, 2017, which is duplicated in its entirety in paragraph 2.2 of this Contract of Employment. The terms and conditions set forth in this Contract of Employment ("CONTRACT") 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 CONTRACT consenting to the obligations incurred by the FOUNDATION. This CONTRACT shall become the single agreement between the parties supplanting all previous contracts and/or memoranda of understanding.

**EMPLOYMENT OF HEAD FOOTBALL COACH**

**1.0 Employment**

1.1 The UNIVERSITY does hereby employ COACH as head football coach, and

COACH does hereby accept employment and agrees to perform all of the services pertaining to 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.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY's Director of Athletics and shall confer with the Director of Athletics or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the football team and shall perform such other duties for the UNIVERSITY's athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A head football coach.

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

1.5 UNIVERSITY shall not be entitled to reassign COACH to another position within UNIVERSITY to fulfill the term of this CONTRACT. COACH shall be employed by UNIVERSITY as its Head Football Coach during the term of this CONTRACT unless terminated earlier pursuant to the terms set forth below.

## **2.0 Term**

2.1 The term of this CONTRACT is for a fixed period terminating without further notice to COACH on June 30, 2025, unless extended under the terms of this CONTRACT.

2.2 The term of this CONTRACT shall be extended by one (1) year following each football season in which the football team has at least eight (8) wins, including post-season games; such an extension shall begin on July 1 following the season in which the football team achieved this benchmark.

2.3 This CONTRACT in no way grants COACH a claim to tenure in employment, nor shall COACH's service pursuant to this CONTRACT count in any way toward tenure at the UNIVERSITY.

2.4 This CONTRACT may be amended at any time 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 CONTRACT, UNIVERSITY shall pay COACH a base annual salary for the term, through equal monthly payments, in the following amounts:

- (a) July 1, 2020 through June 30, 2021, \$200,000.00;
- (b) July 1, 2021 through June 30, 2022, \$200,000.00;
- (c) July 1, 2022 through June 30, 2023, \$200,000.00;
- (d) July 1, 2023 through June 30, 2024, \$200,000.00;
- (e) July 1, 2024 through June 30, 2025, \$200,000.00.

(f) Per diem payments for days employed beyond the term of this CONTRACT as written or as extended, and until a new contract is signed or until employment is terminated shall be made in the amount of \$547.95 per day.

3.2 The Louisiana Tech University Foundation (hereinafter referred to as the

“FOUNDATION”) through its athletic funds shall pay COACH the following amounts, through equal monthly payments during the period of this CONTRACT for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Football:

(a) July 1, 2020 through June 30, 2021, \$500,000.00;

(b) July 1, 2021 through June 30, 2022, \$575,000.00

(c) July 1, 2022 through June 30, 2023, \$650,000.00;

(d) July 1, 2023 through June 30, 2024, \$650,000.00;

(e) July 1, 2024 through June 30, 2025, \$650,000.00.

(f) Per diem payments for days employed beyond the term of this CONTRACT, as written or as extended, and until a new contract is signed or until employment is terminated shall be made in the amount of \$1,369.86 per day.

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.

3.4 Payment of this premium benefit is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for 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 to be unreasonably withheld.

#### **4.0 Employee Benefits**

4.1 UNIVERSITY will provide 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.

#### **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. College Football Playoff (CFP): If the football team is selected to play in the College Football Playoff, then COACH shall earn a supplemental payment in the amount of \$150,000. If the football team wins the CFP Bowl and proceeds to the National Championship, then COACH shall earn an additional supplemental payment in the amount of \$100,000.

b. Post – season bowl: If the football team participates in a post-season bowl,

excluding the CFP Bowls which advance teams to the National Championship Game, then COACH shall earn a supplemental payment in the amount of \$25,000.

c. National Coach of the Year: If COACH is named National Coach of the Year, the COACH shall earn a supplemental payment in the amount of \$50,000.

d. Conference title championship: If the football team wins the conference title, then COACH shall earn a supplemental payment in the amount of \$25,000.

e. Coach of the Year: If COACH is voted Coach of the Year in the UNIVERSITY's affiliated athletic conference, then COACH shall earn a supplemental payment of \$25,000.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each football season under Paragraphs 5.1 (a) – (e) is \$350,000. Any supplemental payment pursuant to Paragraphs 5.1 (a) – (e) earned shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes. The FOUNDATION will issue the appropriate informational return to COACH and to the Internal Revenue Service and provide a copy to the UNIVERSITY.

## **6.0 Performance Incentives – Academic Performance Goals**

6.1 In recognition of exemplary performance and the additional work that is required to ensure that his student athletes excel academically as well as athletically, and as an incentive for COACH to achieve the goals described below, UNIVERSITY and/or the FOUNDATION, and if from the FOUNDATION, then solely from the athletic funds held by the FOUNDATION, agree

within sixty (60) days after the official reporting of results by the NCAA to pay to COACH the following supplemental payments:

a. If the football team achieves an APR Rate of greater than or equal to 950, then COACH shall earn a supplemental payment of \$25,000.

b. If the football team achieves an APR Rate of greater than or equal to 960, then COACH shall earn a supplemental payment of \$35,000.

c. If the football team achieves an APR Rate of greater than or equal to 970, then COACH shall earn a supplemental payment of \$45,000.

6.2 Supplemental payments for exemplary APR Rates shall terminate effective with COACH's employment with UNIVERSITY, except for such amounts already earned but not yet paid.

6.3 The supplemental payments for APR Rates specified herein are not cumulative. The maximum COACH may earn annually pursuant Paragraphs 6.1 (a) – (c) is \$45,000.

6.4 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.

## **7.0 Additional Benefits Package**

7.1 COACH shall be entitled to the use of vehicle(s) to be provided either by the FOUNDATION or pursuant to that certain multi-media sponsorship agreement between the FOUNDATION and Learfield Sports.

7.2 For as long as a certain golf and social club membership(s) are made available to LOUISIANA TECH ATHLETICS for the benefit of its coaches, COACH shall be entitled to such membership(s) as typically provided to the Head Football Coach. Should COACH elect to receive such benefits, they will be taxable as provided in the Internal Revenue Code.

## **8.0 Camps and Clinics**

8.1 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.

8.2 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 CONTRACT 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 and related to 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.

#### **9.0 Shoe, Apparel, and 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 reasonably requested 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 10.0 of this CONTRACT.

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

10.1 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.

10.2 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.

10.3 COACH shall report annually in writing to the President on or before July 1<sup>st</sup> all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

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

11.1 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 of 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 Bylaw 19.2.3). If COACH is personally found to be in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be

suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NCAA (i.e., Level I or II violations), Conference and UNIVERSITY regulations.

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

#### **12.0 Football Staff**

COACH shall have the authority to select unclassified football personnel upon authorization by the Director of Athletics and approved by the BOARD. Beginning July 1, 2020, and each contract year thereafter, a pool of funds at the FOUNDATION in the amount of \$95,000 shall be made available to COACH to supplement the pay of Football Assistant Coaches in COACH's discretion. Such supplements are subject to the Athletic Director's and FOUNDATION's approval, which shall not be unreasonably withheld. COACH acknowledges that additional supplemental payments for employees of the UNIVERSITY are subject to the approval of the Board of Supervisors for the University of Louisiana System.

#### **13.0 Termination Without Cause**

13.1 If the UNIVERSITY terminates this CONTRACT without cause, as liquidated damages, the FOUNDATION shall pay COACH his total annual compensation (see Paragraphs 3.1 and 3.2) remaining on this CONTRACT that would have been earned but for UNIVERSITY'S termination without cause. These amounts shall be payable by the FOUNDATION solely through

its athletic funds. The amount due for the calendar year in which termination without cause occurs shall be payable within thirty (30) days of termination without cause. The remaining balance shall be payable in equal installments, with the first installment due on July 15 following termination without cause and all subsequent installments payable by July 15 of each successive year until paid in full. FOUNDATION may accelerate payments to COACH without penalty. However, in no event will such payments be subject to any offset and/or mitigation.

13.2 In the event COACH terminates this CONTRACT without cause prior to the expiration of the term to accept a coaching position with another college, university, or professional team, COACH shall be liable to the FOUNDATION for reimbursement of previously earned salary as follows:

- If COACH has concluded a playing season, including post season play, and has five (5) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for \$400,000;
- If COACH has concluded a playing season, including post season play, and has four (4) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for \$300,000;
- If COACH has concluded a playing season, including post season play, and has three (3) complete or partial seasons remaining on this CONTRACT, COACH shall be liable to FOUNDATION for \$200,000;
- If COACH has concluded a playing season, including post season play, and has two (2) complete or partial seasons remaining on this CONTRACT, COACH

shall be liable to FOUNDATION for \$100,000;

- If COACH has one playing season remaining on this CONTRACT, COACH shall not be liable to FOUNDATION for any amount of previously earned salary.

13.3 In the event the term of this CONTRACT is extended pursuant to Paragraph 2.2, the amount COACH shall be liable to the University pursuant to this paragraph shall be re-set for the extension year at the amount that would have been applicable in the year the extension was earned (and continue to reduce in subsequent years as set forth above). For purposes of illustration of how this paragraph shall be implemented in the future:

- Eight (8) wins in the 2020 season, future amounts owed by COACH to FOUNDATION in the event of termination by COACH without cause during the 2021 season will be \$400,000; \$300,000 for the 2022 season; \$200,000 for the 2023 season, etc.
- Less than eight (8) wins in the 2020 season, but eight (8) wins in the 2021 season, future amounts owed by COACH to FOUNDATION in the event of termination by COACH without cause during the 2022 season will be \$300,000; \$200,000 for the 2023 season; \$100,000 for the 2024 season, etc.
- This methodology shall be used, as applicable, each time the term of this CONTRACT is extended pursuant to Paragraph 2.2.

13.4 If at the time COACH terminates this CONTRACT without cause, if Tommy McClelland is no longer UNIVERSITY's Director of Athletics, then COACH shall be entitled to reduce by \$25,000 the amount to be paid to FOUNDATION as previously earned salary. If at

the time COACH terminates this CONTRACT without cause, if Dr. Les Guice is no longer UNIVERSITY's President, then COACH shall be entitled to reduce by \$25,000 the amount to be paid to FOUNDATION as previously earned salary.

13.5 Amount payable to FOUNDATION for previous earned salary shall be due within 90 days of COACH's termination of this CONTRACT.

#### **14.0 Termination for Cause**

14.1 UNIVERSITY shall have the right to terminate COACH's employment and this CONTRACT for cause prior to its expiration for the reasons set forth below. In the event this CONTRACT is terminated for cause, all obligations of UNIVERISTY and/or FOUNDATION to make further payment or provide any other consideration hereunder shall cease as of the date of termination, except for amounts previously earned (including supplemental payment) but not yet paid. The term "cause" shall include any of the following:

1. Deliberate or intentional failure or refusal by COACH to perform any of the material duties required by this CONTRACT or reasonably required of a Division I Football Head Coach, willful neglect by COACH of any of the material duties required by this CONTRACT or reasonably required of a Division I Football Head Coach, COACH's unwillingness to perform required material duties to the best of his ability, or any other material breach of this CONTRACT.

2. 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.

3. A serious or major violation or a pattern of violations, by COACH of any Rules or Regulations, which violation may reflect unreasonably adversely upon UNIVERSITY or its

athletics program, including, but not limited to, any Level I or level II violation (and/or violation of the NCAA's head coach responsibility rules) which may result in UNIVERSITY being investigated, placed on probation, or otherwise sanctioned by the NCAA or its Conference.

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

5. 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.

6. Any intentional fraud or dishonesty of COACH while performing the duties required by this CONTRACT, 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.

7. 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.

8. 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).

9. 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.

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

11. Prolonged absence from duty without the consent of COACH's reporting superior.

12. Any violation of the Louisiana Code of Governmental Ethics (Louisiana Tech Policy 1410) in which the Ethics Adjudicatory Board for the Louisiana Board of Ethics imposes a penalty of termination of employment for such violation (LA R.S. 42:1153B).

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

This CONTRACT shall terminate automatically if COACH dies or becomes physically or mentally disabled to such an extent that, in the reasonable judgment of the Director of Athletics, he is unable to satisfactorily perform all duties of a NCAA Division I Football Head Coach. If this CONTRACT is terminated pursuant to this paragraph, UNIVERSITY shall be relieved of all



liabilities and/or obligations under this CONTRACT as of the date of death or disability.

#### **16.0 Termination – General Provisions**

16.1 If COACH terminates this CONTRACT, or if the University terminates this CONTRACT 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.

16.2 In the event any dispute arises between the parties concerning this CONTRACT, 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 CONTRACT, 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.

16.3 Prior to termination of COACH'S employment, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

16.4 This CONTRACT 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 this CONTRACT. Such sum shall be payable by the FOUNDATION solely through its athletic funds. The liquidated damages payment for the current contract year shall be paid within sixty (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, except for amounts previously earned (including supplemental payment) but not yet paid.

**17.0 Invalid Provisions**

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

**18.0 Notice Provision**

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

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

Tommy McClelland  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Ruston, LA 71272

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

Skip Holtz  
2168 Llangeler Drive  
Ruston, LA 71270-2468

With copy to:  
Russ Campbell  
Patrick Strong

Balch Sports  
1901 6<sup>th</sup> Ave. N., Ste 1500  
Birmingham, AL 35203

**19.0 Merger Clause/No Oral Modification**

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

**20.0 No Third Party Beneficiaries**


The Parties agree that they are the only parties and beneficiaries of this CONTRACT. No third party shall have any right or cause of action under any provision of this CONTRACT.

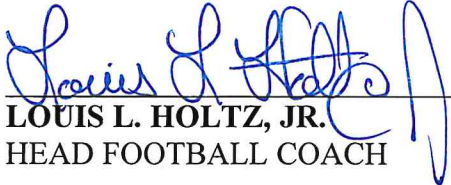
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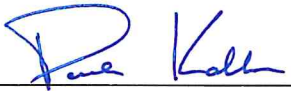
**CONTRACT OF EMPLOYMENT:  
HEAD FOOTBALL COACH**

**SIGNATURE PAGE**

**LOUISIANA TECH UNIVERSITY**


  
By: **LESLIE K. GUICE**  
PRESIDENT

  
**LOUIS L. HOLTZ, JR.**  
HEAD FOOTBALL COACH

  
By: **PAUL KABBES**  
SENIOR ASSOCIATE ATHLETICS DIRECTOR

**LOUISIANA TECH UNIVERSITY FOUNDATION, INC.**

  
By: **BROOKS HULL**  
VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

  
By: **BILL HOGAN**  
PRESIDENT

Approved by the Board of Supervisors of the University of Louisiana System at its meeting  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDENT  
BOARD OF SUPERVISORS