

LSU BOARD OF SUPERVISORS MEETING

*University Administration Building Board Room  
Louisiana State University  
3810 W. Lakeshore Drive, Baton Rouge, LA 70808*

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The LSU Board of Supervisors will conduct its regularly scheduled Board meeting on April 23 at 10 a.m. (Central Time) through electronic means in accordance with the law and gubernatorially issued proclamations. This document includes:

1. The Certification of Inability to Achieve In-Person Quorum and Notice to Meet through Electronic Means
2. Instructions on Providing Public Comment and Observing the Meeting of the Board of Supervisors
3. Meeting Agenda

As it relates to the meeting and as a notice to the public, the Board or its committees may enter into Executive Session in accordance with the provisions of La. R.S. 42:17.



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**Board of Supervisors**

**CERTIFICATION OF INABILITY TO ACHIEVE IN-PERSON QUORUM  
&  
NOTICE TO MEET THROUGH ELECTRONIC MEANS**

*Issued April 21, 2020*

In order to address the COVID-19 pandemic, Governor John Bel Edwards took measures to protect the public and issued several proclamations pertaining the crowd sizes and public buildings. Those proclamations were:

- On March 11, 2020, Emergency Proclamation Number 25 JBE 2020 declared the existence of a statewide public health emergency.
- On March 17, 2020, Proclamation Number 30 JBE 2020 (Section 4) was issued permitting public meetings through electronic means so long as conditions are met for public participation.
- On March 23, 2020 Proclamation Number 33 JBE 2020 closed all public buildings, ordering a “stay at home” mandate, limiting public gatherings to ten people, and expiring on April 13, 2020.
- On April 2, 2020, Proclamation Number 41 JBE 2020 was issued extending the “stay at home” order through April 30, 2020.

The mandates of the above executive orders prevent a quorum of the LSU Board of Supervisors from meeting in person with members of the public. In order to deal with the current emergency, the Board will conduct its meeting on April 23, 2020 through electronic means.

The LSU Board of Supervisors will follow its normal procedures by posting the agenda and supporting materials in advance of the meeting on its website. The website will also have instructions for individuals to provide public comment and view the meeting in real time. Information and instructions about the meeting will be posted at:

<https://www.lsu.edu/bos/minutes.php>

Thank you in advance for your understanding in these unusual circumstances.

/s/ Jason Droddy

Jason Droddy

Office of the LSU Board of Supervisors



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## Board of Supervisors

### INSTRUCTIONS ON PROVIDING PUBLIC COMMENT AND OBSERVING THE MEETING OF THE BOARD OF SUPERVISORS

#### PUBLIC COMMENT

As is the tradition with the LSU Board of Supervisors, public comment on an agenda item will be accepted. Unfortunately, the electronic forum limits the ability for verbal presentation of items, but submission of comments to [lsuboard@lsu.edu](mailto:lsuboard@lsu.edu) will be accepted up to two (2) hours prior to the Board meeting. The comments will be acknowledged, shared with the Board members and President, and placed into the record.

#### INSTRUCTIONS FOR OBSERVING THE MEETING

The Board of Supervisors meeting will be conducted via a software application called Zoom. Zoom is publicly available through web and mobile device applications, and the information on gaining access can be gained at their website <https://zoom.us/> or at Zoom's download center.

The public will be able to access the meeting (via Zoom application) by going to this address: <https://lsu.zoom.us/j/6930320712>. The Meeting ID Number is 693 032 0712. The public may also call into the meeting (without accessing the application) by dialing toll free: 877.853.5247 or 888.788.0099 and entering the Meeting ID: 693 032 0712.

Should the video-transmission fail or the audio transmission cease to be audible and it is apparent that the problem is not the individual owners, the Board Chair will reconvene the meeting telephonically using the Zoom toll-free number and ID Number at least 10 minutes after the transmission appears to have failed. As quickly as possible, the LSU Board website (<https://www.lsu.edu/bos/minutes.php>) will indicate that there was a disruption and the time the meeting will be (or was) re-started.

As is the custom of the Board, the meeting will be recorded and posted on the LSU Board of Supervisors website in the customary location.

If there are any questions prior to the Board meeting, please contact [lsuboard@lsu.edu](mailto:lsuboard@lsu.edu). On the day of the meeting, questions may be directed to 225-578-5745, but please understand that the Board office will be using minimal staff and may not respond to the call immediately.

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LSU BOARD OF SUPERVISORS MEETING

University Administration Building Board Room  
Louisiana State University  
3810 W. Lakeshore Drive, Baton Rouge, LA 70808  
Thursday, April 23, 2020 | Time: 10:00 a.m. CT

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Academic & Research Committee
    - 1. Request from LSU A&M to Establish the PhD in Construction Management
    - 2. Request from LSU A&M to Establish the Graduate Certificate in Cloud Computing and Machine Learning
    - 3. Request from LSU A&M for a Letter of Intent for the Bachelor of Music Therapy
    - 4. Request from LSU Health Sciences New Orleans to Establish the PhD in Nursing
    - 5. Request from LSU Health Sciences Shreveport to Establish the Doctor of Occupational Therapy
  - B. Finance Committee
    - 1. Request from LSU Eunice to Establish Scholarships for Miss LSU Eunice Pageant Winners
    - 2. Request from LSU Eunice to Establish Scholarships for the Bengal Ambassador Program
    - 3. Request to Authorize the President to Approve Campuses' Scholarship Policy Changes in Response to Effects of the COVID-19 Pandemic
  - C. Property & Facilities Committee
    - 1. Request from LSU Health Science Centers - New Orleans to Approve a Lease of Property for Agriculture Production in Vermilion Parish, Louisiana
    - 2. Request from LSU A&M to Consent to Financing by the LSU Research Foundation
  - D. Athletics Committee
    - 1. Request to Approve Contract for LSU Football Head Coach Edward J. Orgeron, Jr.
    - 2. Request to Approve Contract for LSU Football Offensive Coordinator Steven Ensminger
    - 3. Request to Approve Contract for LSU Defensive Coordinator Mark "Bo" Pelini
    - 4. Request from LSU Shreveport to Approve Contract for Women's Soccer Coach Justin Maullin
- V. Reconvene Board Meeting
- VI. Personnel Actions Requiring Board Approval
- VII. Reports from Council of Staff Advisors and Council of Faculty Advisors
- VIII. President's Report
- IX. Reports to the Board
- X. Committee Reports
- XI. Chair's Report
- XII. Adjournment

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*



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# Board of Supervisors

## SECTION A

# ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



## Request from LSU A&M to Establish a Doctor of Philosophy in Construction Management

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

### **1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

### **2. Summary of Matter**

#### Description and Need

LSU A&M is seeking approval to establish the Doctor of Philosophy in Construction Management. The proposed terminal degree program will prepare students for extensive research and careers in academia, industry, and government while providing a broad knowledge of construction-related disciplines. The objective of the program is the development of new methods and technologies that allow for efficient and cost-effective construction. Construction managers and engineers are critical to the planning, execution, and closeout of construction projects at all levels and across industries, many of which are vital to the state of Louisiana. The proposed PhD will allow LSU to be visible and competitive with other leading construction programs around the country and internationally with terminal degree programs, while attracting highly qualified students and faculty.

The PhD in Construction Management is intended for students with a bachelor's or master's degree in a construction discipline (e.g., construction management, construction engineering) or closely related discipline. The program allows a candidate to thoroughly study both broad knowledge of construction and in-depth knowledge of specialty fields in construction through faculty expertise in research areas such as construction management (e.g., project planning, delivery, and controls), construction engineering, facility management, material science, sustainability, resilience, building science and technology, built environment informatics, building analytics, and virtual construction and simulation. In the proposed PhD in Construction Management program, students are able to individually craft their programs of study and select their courses to focus on one or more research areas. The proposed PhD in Construction Management requires a minimum of 54 required and elective credit hours beyond the bachelor's degree and a dissertation acceptable to the advisory committee and the Graduate School.

There are 75 baccalaureate Construction Management (CM) degree programs, four master's CM degree programs, and 13 associate CM degree programs accredited in the U.S. by the American Council for Construction Education (ACCE). Additionally, there are 56 baccalaureate

construction-related degree programs (e.g., in construction engineering, technology, and/or management) accredited in the U.S. by the Accreditation Board for Engineering and Technology (ABET). Of construction-related degree programs accredited by ACCE or ABET, four exist in Louisiana - two programs (BSCM, MSCM) at LSU, housed in the Bert S. Turner Department of Construction Management in the College of Engineering; one program in Construction Engineering Technology (BSCT) at Louisiana Tech University, housed in the College of Engineering and Science; and one accredited program (BSCM) at the University of Louisiana at Monroe, housed in the School of Construction Management in the College of Business & Social Science. There are 40 universities in the U.S. that offer the opportunity to pursue a construction-related PhD degree program; however, the vast majority of these programs offer only construction concentrations or specializations, while the PhD degree itself is in civil engineering, architecture, planning, or related disciplines.

A terminal degree in Construction Management will enhance the profile of the Bert S. Turner Department of Construction Management nationally and internationally, along with the profile of the College of Engineering and LSU. The department has made consistent strides in increasing the quality and reach of its graduate program over the past decade. The MS in Construction Management was approved by the Board of Regents in June 2012. Currently the LSU Online MS in Construction Management is nationally-ranked 12th among public colleges and universities and 16th overall on the list of 65 ranked programs. The program is one of four nationally-accredited CM master's programs in the country. Second, the LSU CM faculty have in the past, and are currently, supervising Construction PhD students to completion through the interdisciplinary Engineering Science Program without a dedicated graduate program. In fact, LSU CM faculty are currently supervising 32 PhD students within the Engineering Science (ES) Program. However, many of the top students graduating with a master's degree in a construction discipline look for a PhD degree within a construction program, rather than choosing the existing interdisciplinary Engineering Science program option at LSU. Additionally, by using the Engineering Science Program, the Bert S. Turner Department of Construction Management does not receive visibility or external recognition from the investment of faculty effort and resources. This in turn hampers the ability of the CM Department to be nationally competitive in recruiting high quality students, faculty, and research funds. A PhD program will create name recognition, which is attractive to top qualified students that would like to specialize in construction and be recognized in the market after graduation. Construction departments are increasingly looking for high quality candidates with a terminal degree in a construction field, rather than those with an interdisciplinary PhD.

#### Students

The MSCM program has grown to 58 enrolled students. Students enrolled in the MSCM that desire a PhD in Construction Management must look outside the Louisiana to pursue their degrees. During the past seven years, the CM program, with 8 tenured or tenure-track faculty, has graduated 15 students with a Ph.D. in Engineering Science (Interdepartmental Program). Regarding employment placement after graduation, 5 (33%) hold faculty positions and 67% hold other positions in industry and agencies. PhD enrollment in the Engineering Science program has grown from 8 students in AY2012-13 to 32 as of Fall 2019. Since starting the MSCM program in 2012, which originated as part of the interdisciplinary Master of Science in Engineering Science MSES program, student enrollment in the MSCM program has been exponential. Several MSCM

graduates have enrolled in the Engineering Science PhD program and expect that trend to continue. Thus, as the MSCM continues to grow, a portion of these students are expected to enroll in the new CM PhD program. Based on current trends in the MSCM program and in the PhD in Engineering Science program, projected enrollment is 32-35 students the first year with five additional students every year afterwards.

### **3. Review of Business Plan**

The program will be administered through the Bert S. Turner Department of Construction Management. As the program is essentially offered currently, the administrative structure of the institution will not be affected. The Department has seven administrative staff that share responsibilities over all current construction-focused programs (undergraduate through graduate) including a Business Manager, an Operations Manager, a Programs Administrator, a Grants Accountant, an Undergraduate Program Coordinator, a Graduate Program Coordinator, and an Online Programs Coordinator. No additional costs are required to offer the degree program as this request is just a reconfiguration of current resources. LSU has the faculty, facilities, and the curriculum/coursework to begin immediately. The department has over \$15 million in active external grants used for departmental expenses and graduate assistantships. The addition of any faculty will occur as student enrollment expands, of which faculty salaries will be covered by tuition and fee revenues. All costs for the startup of this program will be paid via grant funding and tuition and fee revenues.

### **4. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish a Doctor of Philosophy in Construction Management at LSU A&M, subject to approval by the Louisiana Board of Regents.





## Request from LSU A&M to Establish the Graduate Certificate in Cloud Computing and Machine Learning

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

### **1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

### **2. Summary of Matter**

#### Description and Need

LSU A&M is requesting approval to establish a Graduate Certificate in Cloud Computing and Machine Learning. The purpose of the certificate is to prepare students with the foundations and skills that are crucial to growing workforce needs in cloud computing and machine learning and their relevance to big data and blockchains. Cloud computing is the state-of-the-art computing paradigm that provides computing resources and services over the Internet. The enterprise computing infrastructure has been shifting from on-premises environment to cloud data centers due to the motivation of reducing infrastructure and management costs by sharing hardware resources. More companies and governments are running their storage and computing services using cloud computing, typically based on pay-as-you-go pricing models. As a result of the "digital age", vast amounts of data are available for extracting actionable intelligence. Machine learning is the science of how to train the computer to learn intelligent information from data. This is a rigorous field which consists of developing computational theories underlying the learning process and applying them to various domains. It has significantly impacted real-world applications, and the trend of its popularity is continuing. These areas are strategically important and very timely. Many industry professionals in computer science and IT related jobs increasingly need to understand how to effectively use cloud computing and machine learning for data analysis and prediction.

Big data processing, which is required in many public and private sectors, is naturally integrated with cloud computing infrastructure. Many big data systems based on cloud computing rely on distributed computing paradigms. When multiple parties share a database, they need a trustworthy intermediary. As such, the databases are vulnerable to security breaches if they rely on a single entity or an administrator - leading to serious security incidents like ransomware. Blockchains help solve these issues. In blockchain, contracts and their data are embedded in digital code and are stored in a distributed ledger, acting as a shared database. This makes blockchain suitable for preventing fraud, tracking funds, cryptocurrency implementation, and protecting cyber infrastructures through cryptography. The proposed 12- hour graduate

certificate involves necessary coursework covering relevant topics in these areas and will be offered through LSU Online and traditionally on campus.

More industries including healthcare, construction, petro-chemical, finance, banking, entertainment, etc. are now transitioning to cloud computing and big data-driven decision making. As such, these industries will create new jobs that require the skills in cloud computing and machine learning, and their real-world applications. Employment opportunities are anticipated to be plentiful, but the expertise is still lacking in most graduate programs. The proposed certificate program will make up for this dearth of knowledge, training students to not only learn fundamental concepts of these emerging areas but also providing hands-on experience. The certificate will contribute to the economic development of the State by producing students with necessary skills that can be directly applied in many public and private sectors and by making the State competitive in global cloud computing and in the big data market. The Division of Computer Science and Engineering continue to get feedback from major IT companies, including IBM and DXC companies, to update the computer science curriculum in the areas of cloud computing, machine learning, and big data technologies.

#### Students

LSU offers a traditional BS in Computer Science with concentrations in Data Science and Analytics and Cloud Computing and Networking. The total degrees awarded last academic year totaled 23. In the four graduate courses included in this proposed curriculum, 120 students were enrolled in AY 2018-19 alone. Therefore, there is substantial interest in this graduate certificate. Projected enrollment for the first year is 5 students, increasing to 30 students by year 4 – drawing students locally, nationally, and internationally.

### **3. Review of Business Plan**

The LSU Division of Computer Science and Engineering (CSE) will deliver and oversee the proposed certificate program. Its administrative and faculty offices and teaching and research labs all are located in the recently renovated Patrick F Taylor Building. In recent years, the CSE Division has successfully hired four new tenure-track faculty members in the areas of cloud computing, machine learning, and big data. It has also established three new teaching labs that are equipped with state-of-art computing and storage nodes. These faculty members regularly teach several concentration-specific courses at the undergraduate level, and they also teach graduate level courses that will be used for the proposed certificate. Each faculty member will receive additional compensation equivalent to a half-month (in Year 1 and 2) and a full month (in Year 3 and 4) of his/her academic salary. All costs will be covered by the expected revenue from tuition and fees.

### **4. Review of Documents Related to Referenced Matter**

The following documents are on file with the LSU Office of Academic Affairs:

1. Board of Regents Certificate Proposal and budget form

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Graduate Certificate in Cloud Computing and Machine Learning at LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for a Letter of Intent for the Bachelor of Music Therapy**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

**1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

**2. Summary of Matter**

Description and Need

LSU A&M is seeking approval of the Letter of Intent for the proposed Bachelor of Music Therapy (BMT). The proposed program will prepare undergraduate students for eligibility to sit for the board certification exam to become clinical music therapists and clinician-based researchers in music therapy. A degree in Music Therapy prepares individuals to use music in therapeutic relationships to address patients' physical, psychological, cognitive, emotional, and social needs. Music therapists are employed in many different settings including general and psychiatric hospitals, community mental health agencies, rehabilitation centers, day care facilities, nursing homes, schools and private practice.

There is a dearth of music therapists in the Baton Rouge area and in Louisiana overall. There are currently only 75 board certified music therapists listed on the Certified Board for Music Therapists website as living (and seemingly working) in the state of Louisiana. The majority of these therapists are in the greater metropolitan area of New Orleans. There are currently only two music therapists listed in the Certification Board for Music Therapists database as living in Baton Rouge. There is currently only one university that houses a music therapy program in Louisiana – Loyola University in New Orleans. Loyola is a private university and likely draws on a different population for enrollment than those who might target LSU for their education. Likely due to the Loyola academic program, there are multiple board-certified music therapists providing clinical services in New Orleans as noted above.

The proposed BMT is a four-year undergraduate degree program with an approximate 6-month (>900 hrs.) clinical internship post-coursework completion. Students do not graduate until they have completed the music therapy clinical internship, which can be completed at various approved sites around the country. The curriculum follows the National Association of Schools of Music (NASM) guidelines, of which the approximate course distribution equates to 45-50% music coursework, 30% music therapy and clinical foundations, and 20-25% general education coursework.

O\*Net describes the occupation of music therapists as having a bright outlook and will grow rapidly over the next years – 7% -10% growth (faster than average). Although the Louisiana Workforce Commission does not specifically enumerate music therapist occupations, the closest occupation of Occupational Therapists carries a five-star rating. Salaries for this occupation range from \$50,731 to \$123,547 depending on experience. As one must be board certified to become a music therapist, students must have the requisite skills to sit and take the exam. This program will provide the tools necessary to do so.

### Students

In 2016, there were 72 NASM-accredited music therapy programs nationwide, with 3,375 students enrolled. Factors likely contributing to this growth are expanded access to music therapy education, increased public recognition, and expansion of state recognition and licensure. With only one other institution in the state of Louisiana – at a private university, the demand for this program in a state university in Louisiana is warranted, especially given the health and wellness related focus of the university. The program will be gradually introduced with only freshman enrolling the first implementation year. For the first few years, incoming freshman classes of 15-20 are likely based upon dissemination of program marketing. Nationally, the American Music Therapy Association gathers enrollment data and number of graduates each year, and this anticipated number of freshmen is estimated as being within the range of comparable peer institutions.

### **3. Review of Business Plan**

The program will be administered by the School of Music within the College of Music & Dramatic Arts. This program will be supported by the Ava and Cordell Haymon Chair in Music Therapy. The endowed chair in music therapy is the only one of its kind in the U. S. A donation of \$1.2 million has been given to LSU to establish the Endowed Chair, and the campus is currently seeking a BoRSF match. Current facilities, equipment, and research equipment are available within the School of Music; however, the faculty have requested the need for an academic program director and an increase in additional musical instruments for the first few years of the program. All costs will be subsumed by private donations and the tuition and fee revenues of the program.

### **4. Review of Documents Related to Referenced Matter**

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the Letter of Intent for the Bachelor of Music Therapy from LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center – New Orleans to Establish a  
Doctor of Philosophy in Nursing**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

**1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

**2. Summary of Matter**

Description and Need

LSU Health Sciences Center – New Orleans is seeking approval to establish the Doctor of Philosophy in Nursing. As this proposal is a change in degree designation essentially, a Letter of Intent waiver was granted by the Board of Regents. The American Association of Colleges of Nursing (AACN) indicated that schools of nursing should bifurcate their programs to offer two doctoral degrees, one devoted to practice (DNP) and the other to research, the PhD. The DNS and the PhD degrees embody a similar educational objective: to develop erudite researchers capable of advancing the field of nursing..

The School of Nursing (SON) currently offers the Doctor of Nursing Science (DNS) degree, which was first established in 1985. The DNS Program was designed to be consistent with the research-focus of the Doctor of Nursing Science (DNS or DNSc) and the Doctor of Science in Nursing (DSN) degree programs established during this era to prepare nurse scientists and scholars to conduct research and apply new knowledge within their profession. The DNS curriculum concentrated on scientific content and research methodology and required students to conduct original research, including defense of a dissertation. Since the DNS program’s inception in 1985, over 150 graduates have completed the program, with many holding distinguished positions as nurse researchers and leaders within academic and health care organizations. Currently, six Louisiana nursing school deans, one Louisiana allied health school dean, and one Louisiana provost has graduated from the DNS program.

Since 2001, Schools of Nursing throughout the United States (US) have phased out the professional doctorate, DNS/DSN/DNSc degrees, in lieu of the Doctor of Philosophy (PhD) degree, widely recognized for its emphasis on intellectual inquiry, scholarship, and research. While 33% of research-focused doctoral programs in nursing in 1988 (11 out of 32) awarded DNS, DNSc, or DSN (Doctor of Science in Nursing) degrees, as of this writing, only 3 of the 139 research-focused doctoral programs in nursing in 2018 (2.2%) are now DNS programs: our program, that of the Sage Colleges nursing program in Troy, New York, and the nursing program at the University of Puerto Rico Medical Sciences. The impetus for the widespread conversion of

the DNS degree to the PhD degree across the US was fueled by the emergence and proliferation of Doctor of Nursing Practice (DNP) degree programs since 2005. The DNP, while a terminal degree, maintains a practice-focus, as opposed to the fundamental research-focus of the DNS or PhD degrees. As such, the DNP degree prepares advanced practice nurses, and nurse practitioners, nurse anesthetists, nurse midwives, and clinical nurse specialists more broadly, to serve several specialty roles in clinical nursing practice.

In order to be on par with other disciplines granting the PhD degree, to minimize public confusion over the differences in the DNP and DNS/DSN/DNSc degrees, and to enable graduates to meet hiring criteria for competitive programs, universities revamped or converted their respective research-focused DNS degrees to the PhD degree. LSUHSCNO now proposes to do the same.

In November 2016, the task force commissioned five external evaluators to assess the proposal for conversion of the DNS degree to PhD degree. The reviewers made suggestions in the following areas: diversity, curriculum, metric/dashboard and evaluation, resources, collaboration and inter-professional education and research, research and scholarship, and guidance and mentorship/leadership. The reviewers' comments were predicated with an explanation that too many schools of nursing PhD programs continue to implement curricula better suited to the past, and not the future of nursing science. Their comments and suggestions are incorporated into this proposed DNS to PhD curriculum plan.

#### Students

LSU Health Sciences Center – New Orleans has gauged the interest of the PhD in Nursing by surveying undergraduate nursing students across the nation. There is a high interest in the transition of the outdated DNS to the PhD program for students eager to acquire this terminal degree. As 200 students graduate with a baccalaureate degree in nursing annually at LSUHSCNO, it is feasible to project enrollments of 10% of this cohort. This is justified by the current annual enrollment of the DNS program. Therefore, projected new enrollment is 5-7 students annually for the first three years of the program, with a steady total enrollment of approximately 25-32 from Year 5 on.

### **3. Review of Business Plan**

LSUHSCNO anticipates no new costs for the first five years of the new Nursing PhD Program. Course enrollments have been relatively low the last few years, so current faculty will still be able to adequately cover the courses with high quality in the new program even as the program enrollment increases from 20 to an expected high of approximately 32. Across three categories of new revenues (increased tuition revenue, decreased costs as a result of federal supplements from the Nurse Faculty Loan Program Grant, and increased F&A costs on new research grants), the amount of new funds expected to be available (\$486,165) will allow LSUHSCNO to enhance and expand resources for the PhD program while reducing the cost of the program for the institution. Thus, instead of needing new state expenditures, they will require fewer state expenditures for the PhD program than currently needed for the DNS program.

### **4. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish a Doctor of Philosophy (PhD) in Nursing at LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.





**Request from LSU Health Sciences Center - Shreveport to Establish a  
Doctor of Occupational Therapy**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

**1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph I of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- I. Any new academic degree program

**2. Summary of Matter**

Description and Need

LSU Health Sciences Center - Shreveport is seeking approval to establish the Doctor of Occupational Therapy (OTD). The Letter of Intent was approved August 23, 2017 and was granted an extension until May 2020. The proposed degree program is following the program's accrediting agency movement towards the OTD as the entry-level degree for Registered Occupational Therapists (ROT). The program will enable graduates to pass the National Board Certification in Occupational Therapy Exam.

The Occupational Therapy Doctorate (OTD) curriculum is a full time, 119 credit, 3-year program consisting of 89 didactic credits in the first two years followed by one year (30 credits) of Level II fieldwork and a Capstone Experience Project. The program will be offered as a traditional onsite program.

The profession of occupational therapy in the United States is moving toward the doctorate as the entry level degree. In August 2017, the Accreditation Council for Occupational Therapy Education (ACOTE) announced a mandate that all occupational therapy programs transition to the doctoral level by 2027. However, in April of 2019 ACOTE and the American Occupational Therapy Association (AOTA) issued a statement that occupational therapists could enter the profession at either the master's or doctorate level. The reason for this reversal was attributed in part to the lack of qualified faculty to support every program in the U.S. moving to the doctorate at once. Accrediting agency guidelines state that faculty for the OTD must hold a doctorate degree in order to teach. Thus, offering the OTD at LSU Health Sciences- Shreveport would help close the faculty shortage gap in Louisiana and in the nation. 65% of the institutions with occupational therapy programs have chosen to move towards the OTD as the entry-level program and have already made the transition. Therefore, students in the master's level programs in Louisiana who wish to pursue the OTD, which will become the entry-level degree in the near future for the discipline, are now pursuing degrees in other states including Texas and Arkansas. No other institution in Louisiana has or will have the OTD. The University of Louisiana at

Monroe and LSU Health Sciences- New Orleans are choosing to maintain their master level programs in occupational therapy.

The intention of the movement towards the OTD is guided by the following reasons: a) the increased requirements for practice-based scholarship and research to implement evidence-based practice; b) the need for occupational therapists to assume leadership roles in the health care delivery system; c) the increased focus on specialized practice which is difficult to address at the master's level; and d) the need for occupational therapists to be prepared in an increasingly complex medical environment.

#### **Students**

LSU Health Sciences Center – Shreveport has gauged the interest of the OTD by surveying all major undergraduate schools in Louisiana. Of the 60 respondents, 29 said they would enroll in the OTD as opposed to the master's program after graduation. Therefore, projected new enrollment is 26 students each year, bringing the master's level cohort and the new enrollment to a cap of 78 students each year. The cap in enrollment is necessary to maintain the integrity of the program including classroom and lab space.

### **3. Review of Business Plan**

The School of Allied Health Professions has two divisions: the Rehabilitation Sciences Department and the Clinical Sciences Department. The Program in Occupational Therapy is located in the Department of Rehabilitation Sciences. Transitioning the degree from a masters to a doctorate will not change the present administrative structure. The expected approval for accreditation from ACOTE for the OTD is April 2024, a year before the first cohort graduates in 2025. During the first year of the proposed OTD, no additional faculty are needed. Two new faculty will be hired in 2023. The increase in tuition is expected to more than cover the cost of two salaries and benefits. By the 2024-2025 school year, all three cohorts will be paying OTD tuition for a total of \$710,000, which will continue to offset the cost of the additional faculty for the duration of the program.

### **4. Review of Documents Related to Referenced Matter**

A complete Board of Regents Request for Authority to Offer a New Degree Program form and budget are on file with the LSU Office of Academic Affairs

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish a Doctor of Occupational Therapy (OTD) at LSU Health Sciences Center - Shreveport, subject to approval by the Louisiana Board of Regents.



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# Board of Supervisors

SECTION B

## FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



**Request from LSU Eunice to Establish Four Scholarships for the Miss LSUE Pageant Winners**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

**1. Significant Board Matter**

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

**2. Summary of the Matter**

LSU Eunice seeks approval of the establishment of four (4) scholarships totaling \$700 to be awarded to LSU Eunice student pageant contestant winners from the Student Government Association (SGA) Restricted Fee Account. The Miss LSUE Pageant, hosted by SGA, is a long-standing tradition at LSU Eunice, dating back to the 1970s. The event itself is a high-level production and is highly competitive in nature. The winner of the Miss LSUE Pageant will receive a \$500 scholarship. The first runner up will receive a \$100 scholarship. The Miss Congeniality Award winner will receive a \$50 scholarship, and the Academic Excellence Award winner will receive a \$50 scholarship – totaling \$700 in awards dedicated to the pageant. These awards will incentivize students to register to compete and to dedicate themselves fully to the pageant in hopes of winning an award.

The Student Government Association Restricted Account generates approximately \$25,000 annually from student fees. The establishment of these four (4) scholarship awards would total \$700, leaving the Student Government Association with approximately \$24,300 to support its other operations. Currently, SGA is not fully utilizing the funds available, which results in a compounding year-to-year carryforward.

**3. Review of Documents Related to Referenced Matter**

A memo from the campus head requesting the establishment of the scholarships is on file at the LSU Office of Academic Affairs.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Eunice to establish four scholarships for the Miss LSUE Pageant winners.



## Request from LSU Eunice to Establish Eight Scholarships for the Bengal Ambassador Program

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

### 1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- L. Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

### 2. Summary of the Matter

LSU Eunice seeks approval of the establishment of eight (8) scholarships to be awarded to selected student leaders who serve as Bengal Ambassadors. The Bengal Ambassador program serves as a standing subcommittee of LSUE's chapter of the Phi Theta Kappa Honor Society. Because the program account is structured to support Phi Theta Kappa operations, LSUE is requesting to utilize these funds to award scholarships to Bengal Ambassadors who successfully complete their duties over the summer. All Bengal Ambassadors are members of Phi Theta Kappa, and currently, all three officers of Phi Theta Kappa are Bengal Ambassadors.

Student leaders are recruited to apply throughout January, and after a highly competitive selection process, the top eight (8) applicants are offered positions to serve as Bengal Ambassadors. Currently, these positions are volunteer positions that are marketed as premier student leadership opportunities. This past year, only three (3) of the eight (8) Bengal Ambassadors successfully completed their duties working at orientation. With no financial compensation, it is difficult to recruit and retain students in these positions, and it is difficult to hold them accountable for fulfilling their duties throughout the summer. It is the goal of this request to secure six (6) scholarships in the amount of \$300 each and two (2) scholarships in the amounts of \$1,000 each – totaling eight (8) scholarships in the amount of \$3,800. Each scholarship will be awarded August 15, following the completion of their duties as Ambassadors. The top two Ambassadors will be evaluated on the merits of the performance of their duties serving students at new student orientation and will be awarded the higher dollar amount scholarships in recognition of their efforts.

The SGA Phi Theta Kappa Fund generates approximately \$25,000 annually from student fees. The establishment of these eight (8) scholarships would total \$3,800, leaving Phi Theta Kappa with approximately \$21,200 to support its other operations. Currently, Phi Theta Kappa is not fully utilizing the funds available, which results in a compounding year-to-year carryforward. The Phi Theta Kappa account currently has a balance of \$31,978.

### 3. Review of Documents Related to Referenced Matter

A memo from the campus head requesting the establishment of the scholarships is on file at the LSU Office of Academic Affairs.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU Eunice to establish eight scholarships for student leaders of the Bengal Ambassador Program.



## **Request to Authorize the President to Approve Campuses' Scholarship Policy Changes in Response to Effects of the COVID-19 Pandemic**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section 1L of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

### **1. Summary of the Matter**

The Board of Supervisors approves the scholarship policies of the LSU campuses. The scholarship policies are based on the principles of providing assistance to those of ability with financial need, recruitment and retention of talented students, and designing a class that contributes to the overall learning environment.

The traditional higher education recruitment and retention models were destabilized when the COVID-19 pandemic entered the United States. On March 23, 2020, Governor John Bel Edwards issued a stay-at-home order (Proclamation Number 33 JBE 2020), which he subsequently extended to April 30, 2020 (Proclamation Number 41 JBE 2020). However, due to the uncertainty, all LSU campuses chose to conduct summer and intersession classes through remote delivery systems and are evaluating the longer-term impacts of the pandemic on enrollment in the Fall 2020 semester.

The proposal before the Board would allow the chancellors the ability to make local determinations about which financial aid policies can best maintain enrollment, and gives the President the authority to approve the policy changes. As the pandemic is causing significant economic uncertainty among current students and prospective students and their families, all LSU campuses need broad latitude to make decisions that mitigate the potentially negative implications for student enrollment and retention. This proposal would apply to student aid policies at LSUA, LSUE, LSUS, and the two Health Sciences Centers. In March 2019, LSU A&M was previously granted authority to make such adjustments, and LSU A&M will be granting a 15% exemption to all students enrolling in the 2020 intersession and summer terms in this regard. LSUA, LSUE, LSUS, and the Health Sciences Center would appreciate similar authority as deemed necessary for the summer, intersession, and fall semesters of 2020.

### **2. Review of Business Plan**

No proposals exist yet, and thus no review conducted.

### **3. Fiscal Impact**

No proposals exist yet, and thus no review conducted.

### **4. Review of Legal Documents**

Not applicable.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“the Board”) authorizes the President to approve financial aid policies submitted by Louisiana State University in Shreveport, Louisiana State University at Alexandria, Louisiana State University at Eunice, LSU Health Sciences Center at New Orleans, and LSU Health Sciences Center at Shreveport for the allocation of institutionally-funded student financial aid in summer term 2020, any intersession terms during 2020, and the Fall 2020 semester.

**BE IT FURTHER RESOLVED** that a report on any changes to student financial aid policies related to the COVID-19 pandemic approved by the President will be presented to the Board at a meeting prior to November 1, 2020.





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## Board of Supervisors

### SECTION C

## PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section 9, A.3 (i) of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter":

A.3 (i) The lease is potentially for a term of more than 5 years or, for leases for agricultural purposes, more than 8 years (include any optional renewal terms provided for in the lease to calculate the potential term).

### **1. Summary of Matter**

The lease of three (3) areas of farmable land, totaling 70 farmable acres in Vermilion Parish, Louisiana (See attached Exhibits.) is governed both by Louisiana law and by LSU Presidential Memorandum 6 (“PM-6”). Pursuant to those provisions, LSU Health Sciences Center, New Orleans (LSUHSCNO) will advertise the property, go through a public bidding process, and lease to the highest bidder pursuant to the Lease of Public Lands statutes (La. R.S. 41:1211 et seq.)

Pursuant to La. R.S. 41:1216, no single lease under the Lease of Public Lands statutes may exceed six hundred forty (640) acres, and no lessee may own more than one such lease at one time. The Vermilion Parish land is a total of 114 acres, of which 70 are farmable. We are requesting authorization and approval from the Board of Supervisors in principle to lease 70 acres. The lease will have a term of five (5) years with an option to renew for a subsequent five (5) years.

La. R.S. 41:1214 requires the preparation of a short description of the land to be leased and the general terms of the lease, and to advertise the summary in the official parish journal for at least fifteen (15) days over a period of three weeks. PM-6 requires LSUHSCNO to coordinate the preparation of the advertising specifications with the Office of the President. LSUHSCNO will also send notices directly to any persons and entities it thinks may be interested in bidding on the lease, several of which have already shown interest. The notice will specify the date when bids will be opened, and the location where the bids will be publicly opened and read. LSUHSCNO will recommend award to the highest responsive and responsible bidder(s), pursuant to La. R.S. 41:1215, to the President for signatures.

LSUHSCNO is further requesting the Board of Supervisors to authorize and empower the President at this time to sign any subsequent lease(s) regarding the Vermilion Parish Production Crop Property Lease which the President believes is in the best interest of LSU.

### **2. Review of Business Plan**

This lease will generate revenue for LSUHSCNO to be utilized to address budget shortfalls and/or supplement other priority programs.

### **3. Fiscal Impact**

The lease is anticipated to provide approximately \$5,600 per year in revenue.

### **4. Description of Competitive Process**

An advertised and competitive process will be utilized to secure the best offer for the lease, including an Invitation to Bid (ITB) to those parties that LSUHSCNO is aware are interested, as described in the Summary.

**5. Review of Legal Documents**

Lease Agreement between the Lessee and the LSU Board of Supervisors

**6. Parties of Interest**

- LSU Board of Supervisors
- LSUHSCNO
- Lessee

**7. Related Transactions**

None

**8. Conflicts of interests**

None.

**ATTACHMENTS**

- I. Chancellor's Letter
- II. Lease Agreement Draft

**RESOLUTION**

**"NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Thomas C. Galligan Jr., Interim President, Louisiana State University System, to execute lease agreement with highest responsive and responsible bidder(s) for the purpose of generating revenue for LSUHSCNO to be utilized to address budget shortfalls and/or supplement other priority programs.

**BE IT FURTHER RESOLVED** that Thomas C. Galligan Jr., Interim President, Louisiana State University System, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to include in the lease any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors."



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS  
 SCHOOL OF DENTISTRY  
 SCHOOL OF GRADUATE STUDIES  
 SCHOOL OF NURSING  
 SCHOOL OF MEDICINE IN NEW ORLEANS  
 SCHOOL OF PUBLIC HEALTH

March 17, 2020

Thomas C. Galligan Jr.  
 Interim President  
 LSU System Office  
 3810 West Lakeshore Drive, Room 107  
 Baton Rouge, LA 70808

Dear Sir,

In accordance with the rules established by the following Bylaws of the Louisiana State University Board of Supervisors, I am submitting the attached proposed lease for Board approval.

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) desires to enter into a lease with the highest bidder for use of parcels of land located in Vermilion Parish, Louisiana for the purpose of farming 70 acres of land. All revenues received by LSUHSC-NO will be utilized to address budget shortfalls and/or supplement other priority programs.

LSUHSC-NO is respectfully requesting approval of this lease. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

Larry Hollier, MD  
 Chancellor

**LEASE AGREEMENT****VERMILION PARISH FARMLAND**

THIS LEASE AGREEMENT ("Lease") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") by and between

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** ("LSU"), a public constitutional corporation organized and existing under the Constitution and laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, appearing herein through Thomas Galligan, Jr., Interim President of the Louisiana State University Agricultural and Mechanical College, duly authorized and empowered by LSU,

and

\_\_\_\_\_, ("Lessee"),

and provides as follows:

LSU and Lessee are sometimes referred to collectively as the "Parties" and individually as a "Party."

**ARTICLE 1.**  
**LEASE OF THE PROPERTY**

In consideration of the covenants, agreements, and conditions herein set forth which Lessee hereby agrees shall be kept and performed, LSU does hereby lease unto Lessee, and Lessee does hereby lease from LSU, all of the property described on Exhibit "A" as "Farmland" hereto, comprising approximately Seventy (70) acres of farmable land within a field of One Hundred Fourteen (114) acres (the "Property"), subject to any and all existing servitudes, rights-of-way, encumbrances and restrictions. LSU expressly reserves the right to grant future servitudes, rights-of-way, encumbrances, and restrictions affecting the Property; in the event any such future servitude, right-of-way, encumbrance, or restriction is granted by LSU, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

**ARTICLE 2.**  
**TERM OF LEASE**

Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term of five (5) years (the "Term"), commencing on the Effective Date, with the option to renew the Lease for one (1) subsequent five (5) years subject to and conditioned upon the express agreement of LSU.

**ARTICLE 3.**  
**CONSIDERATION**

In consideration of LSU leasing the Property for sugarcane crop production, Lessee shall pay as Rent the annual sum of \_\_\_\_\_ for the Term of the Lease. The entirety of the first year's Rent shall be due on the Effective Date of this Lease, and the entirety of each subsequent year's rent shall be due on the first day of that year.

**ARTICLE 4.**  
**ALTERATIONS**

Lessee may not make any changes, improvements, alterations, or additions (including but not limited to fencing, roads, drainage, and waterlines) to the Property without the prior written consent of LSU, nor may Lessee remove any fencing, buildings, constructions, or other improvements existing as of the Effective Date without the prior written consent of LSU. If LSU gives its prior written consent to the removal of any existing fencing, buildings, constructions, or other improvements, LSU shall have first right of refusal of materials being removed and materials shall be stored by Lessee at a location as determined by LSU. If LSU gives its prior written consent to any changes, improvements, alterations, or additions, then upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any such changes, improvements, alterations, and additions (including but not limited to fencing, roads, drainage, and waterlines); if LSU does not require Lessee to remove any such changes, improvements, alterations, or additions, then ownership of such changes, improvements, alterations, or additions shall automatically vest in LSU at that time at no cost to LSU. LSU can request all supplies and equipment being removed from Property that will facilitate optimum production to be stored on at an LSU location adjacent to the Property.

**ARTICLE 5.**  
**UTILITIES AND OPERATING EXPENSES**

Section 5.1 Utilities. Lessee shall be solely responsible for payment of all utilities related to the Property, including but not limited to charges for electricity, energy, light, heat, air conditioning, power, telephone, garbage or other trash removal and disposal, water, and sewer user fees. All utilities will be billed directly to and in the name of Lessee. LSU shall have no responsibility to Lessee for the quality or availability of utilities or services to the Property and any improvements thereon, including but not limited to electricity, gas, energy, telephone, garbage or trash removal and disposal, sewage or effluent removal or disposal, water or other utility or service.

Section 5.2 Operating Expenses. Lessee shall pay all expenses, costs, premiums and disbursements of any nature whatsoever accrued or incurred in connection with the ownership, lease, management, operation, maintenance, repair and insurance of the Property, including any and all improvements thereon whether existing at the Effective Date or constructed on the Property during the Term.

**ARTICLE 6.**  
**USE, MAINTENANCE, AND REPAIRS**

Section 6.1 Use. Subject to the terms and provisions hereof, Lessee shall use the Property and the buildings and improvements thereon solely for sugarcane production ("Permitted Use"). Lessee's use of the Property shall comply at all times with all applicable laws, orders, ordinances, zoning ordinances, regulations, and statutes of any federal, state, parish or municipal government now or hereafter in effect, including all environmental laws and regulations. Use of the Property for recreational activities such as fishing, hunting, off-road vehicle riding, camping, and hiking are expressly prohibited.

Section 6.2 Maintenance and Repairs by Lessee. Lessee shall maintain the Property and improvements, including but not limited to all buildings, roads, fences, drainage, pastures, and water wells, in good condition and make all necessary repairs to the improvements thereon to maintain them in the same or better condition as they were at the beginning of the Term. Lessee agrees to keep in good repair all terraces, open ditches, inlets and outlets of drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. Lessee shall comply with any conservation plan for the Property. All fence rows and ditches shall have weed control performed at least annually by spraying to maintain them in the same or better condition as they were at the beginning of the Term. Lessor shall be responsible for any major repairs deemed necessary by the Lessor such as roof replacements and other major repairs.

Section 6.3 Mineral Exploration and Production. Notwithstanding any other provision of this Lease, LSU expressly reserves the right, acting either directly or through its agents, contractors, and/or mineral lessees, to conduct mineral exploration and production activities on the Property, including but not limited to surface operations. Lessee shall allow LSU, its employees,

agents, and contractors to access the Property for and shall not in any way interfere with such operations. In the event that LSU, its agents, and/or contractors perform such operations on the Property, Lessee shall be entitled to a proportionate reduction in the rent paid to LSU based on the acreage thereby denied to Lessee.

Section 6.4 Intentionally left blank

Section 6.5 Waiver and Disclaimer of Warranties. Lessee accepts the Property in its “as is” and existing condition, at Lessee’s sole risk and without any warranty of any kind or nature, whether express or implied, contractual or statutory and whether as to the condition (patent or latent) or state of repair of the Property or the fitness of same for Lessee’s purposes or for any other purpose whatsoever. LSU shall not be responsible for any latent vice or defect or change of condition in the Property.

Section 6.6 Trees. Lessee shall not cut, prune, remove, or otherwise take any action that would damage any of the trees on the Property without the prior written consent of LSU.

Section 6.6 Pre- and Post- Soil Conditions: Lessee shall sample the soils in the fields according to LSU recommendations prior to the first year of production and provide soil test (fertility) results to LSU. At the termination of this Lease, the Lessee will exit the property ensuring that soil fertility and soil health is similar to or above levels recorded in the initial soil test results. If improvement is necessary, all costs will be the responsibility of the Lessee.

**ARTICLE 7.**  
**INSURANCE AND INDEMNITY**

Section 7.1 Required Insurance, Types and Amounts. From the Effective Date through the Term hereof, Lessee shall at all times maintain or cause to be maintained, with respect to the Property, insurance in the following types and amounts. Such insurance shall be with insurance companies duly licensed to do business in the State of Louisiana and bearing a rate of A+:XV in the latest Best Casualty Insurance Reports.

TYPE	AMOUNT
<p>Commercial General Liability Insurance for the following where the exposure exists:</p> <ul style="list-style-type: none"> <li>(a) premises-operations</li> <li>(b) broad form Lease liability</li> <li>(c) products/completed operations</li> <li>(d) use of Contractors and subcontractors</li> <li>(e) personal injury (bodily injury and death)</li> <li>(f) broad form property damage</li> <li>(g) explosion, collapse and underground property damage</li> <li>(h) independent Contractors</li> </ul>	<p>Coverage in an amount not less than:</p> <p style="text-align: center;">\$2,000,000.00 per occurrence; \$5,000,000.00 General Aggregate; and \$5,000,000.00 Products &amp; Completed Operations Aggregate; less a commercially reasonable deductible. “Claims Made” form is not acceptable.</p>
<p>Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles and leased automobiles.</p>	<p>Combined single limit of One Million Dollars (\$1,000,000.00) per occurrence</p>
<p>Worker’s Compensation &amp; Employer’s Liability Insurance</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer’s Liability</p>

	coverage. Employer's liability limit is to be \$1,000,000.00 when work is to be over.
Business Interruption Insurance covering loss of rents by reason or total or partial suspension of, or interruption in, the operation of Leased Premises caused by the damage thereof.	12 months guaranteed rental revenue
Flood insurance, if applicable	In amounts determined by LSU to be reasonable, but no more than the amount available under the National Flood Insurance Program.
Liquor liability insurance, if applicable	Limits of One Million (\$1,000,000.00) Dollars

Section 7.2 Additional Insurance Requirements. Lessee agrees that with respect to the above required insurance, Lessee shall: (a) Name LSU, its board members, employees, and agents on all Commercial General Liability and Property Damage insurance policies as additional insureds and loss payees, as applicable; (b) Provide LSU with thirty (30) days advance notice, in writing, of any cancellation or material change in coverage of any required insurance; (c) Prior to the Effective Date, provide LSU with a Certificate of Insurance evidencing the above required insurance prior to the Effective Date and thereafter with certificates evidencing renewals or replacements of said policies or insurance at least thirty (30) days prior to the expropriation or cancellation of any such policies; and (d) provide to LSU upon request complete certified copies of all required insurance policies.

Section 7.3 Indemnification of LSU. Lessee shall defend and indemnify LSU, its board members, employees, and agents and hold them harmless from and against any and all claims, actions, damages, liability, costs, and expenses, as incurred, including reasonable attorneys' fees, arising out of or in any way connected to Lessee's occupancy of the Property and/or fulfillment of the terms, conditions, and obligations contained herein, except to the extent arising solely from the fault of LSU. Lessee shall obtain the prior written consent of LSU to the attorneys to be engaged.

Section 7.4 No Recourse. Neither Lessee nor the insurance companies issuing the required policies shall have any recourse against LSU for payment of premiums or for assessments under any form of the policies.

Section 7.5 Deductibles and SIR's. Any deductibles or self-insured retentions ("SIR") must be declared to and accepted by LSU in writing in advance. Lessee shall be responsible for all deductibles and SIRs.

Section 7.6 No Special Limitations. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to LSU and its board members, officers, agent, and employees.

Section 7.7 Failure to Purchase or Maintain Insurance. Lessee's failure to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve Lessee from any liability or indemnification hereunder.

Section 7.8 Occurrence Based Policies. All insurance required hereunder shall be occurrence coverage. Claims-made policies are not allowed.

**ARTICLE 8.**  
**CASUALTY LOSS**

The risk of loss or decrease in the enjoyment and beneficial use of the Property due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties,



thefts, riots, civil strife, lockout, war, nuclear explosion, terrorist attack or otherwise is expressly assumed by Lessee. None of the forgoing events shall entitle Lessee to any abatements, set-offs or counter claims with respect to payment of its rent, or any other obligation hereunder.

## **ARTICLE 9.** **CONDEMNATION**

Section 9.1 Total Taking. If during the Term all or substantially all of the Property or the Improvements shall be taken in any condemnation or eminent domain proceeding, this Lease shall thereupon terminate. In such event, the obligation to pay any monies hereunder and Lessee's right of possession shall terminate on the date of the taking and Lessee shall not be entitled to any refund of any amounts previously paid to LSU.

Section 9.2 Partial Taking. If only a part of the Property or any improvements thereon be taken in any condemnation or eminent domain proceeding, and the taking does not materially interfere with Lessee's use of the Property, Lessee, to the extent of the condemnation award, shall promptly make such repairs and alterations to that part as may be necessary to restore that part of the Property or the improvements not taken to a condition suitable for the uses and purposes contemplated by the Lease. If the Property or any improvements cannot be repaired or restored for the amount of the condemnation award, either party shall have the option to terminate this Lease as of the date of taking whereupon this Lease shall be of no further force or effect, and LSU and Lessee shall each be relieved of any obligations or liabilities hereunder as of the date of termination and Lessee shall not be entitled to any refund of any amounts previously paid to LSU.

## **ARTICLE 10.** **ENVIRONMENTAL MATTERS**

Section 10.1 Prior Environmental Use. LSU makes no covenant, representation or warranty as to the suitability of the Property for any purpose whatsoever or as to the physical condition thereof or with respect to the contamination by any chemical, material or substance. Lessee acknowledges that portions of the Property may have been used for the storage, treatment, presence, existence, release, discharge, use, manufacture, generation, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and any improvements thereon ("Prior Environmental Use"), any of which may have resulted in contamination of the Property by Hazardous Materials. Lessee acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions and has had the opportunity to conduct such investigations and studies (including, without limitation, environmental audits, site assessments and samplings) on and of the Property as it deems necessary for its intended use and occupancy under this Lease.

Section 10.2 Limitation on Lessee's Liability. Notwithstanding anything to the contrary contained herein, Lessee shall have no liability to LSU in the event a claim is filed by any person, other than Lessee, his employees, agents, or invitees, against LSU arising out of any environmental hazard or violation of any environmental law which existed prior to the Effective Date of this Lease.

Section 10.3 Environmental Definitions. For the purposes of this Article and the remainder of this Lease, the following terms and conditions shall have the meanings ascribed thereto:

(a) "Environmental Activity" or "Environmental Activities" means any storage, presence, existence, discharge, release, threatened release, use, generation, manufacture, abatement, removal, disposal, handling or transportation of any Hazardous Material in, to, on, under, from or about the Property and any improvements thereon.

(b) "Environmental Laws" means all state, federal, local, municipal, parish, and regional laws, statutes, rules, regulations, ordinances, codes, permits, or approvals, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, processing, release, discharge, emission, use, remediation, transportation, handling, or other management of Hazardous Materials, industrial, gaseous, liquid or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants, including without limitation, the regulations of the federal Public Health Service and Department of Transportation concerning the transport of etiologic agents or similar agents, the

regulations of the Nuclear Regulatory Commission concerning radioactive materials and waste, the regulations of the Occupational Safety and Health Administration, and including without limitation the following environmental laws: The Clean Air Act (42 U.S.C.A. §1857, *et. seq.*); the Federal Water Pollution Control Act (33 U.S.C. §1251 *et. seq.*); the Resource Conservation and Recovery Act of 1976, (42 U.S.C. §6901 *et. seq.*); Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §§9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499, 100 Stat. 1613); the Toxic Substances Control Act (15 U.S.C. §2601 *et. seq.*); the Clean Water Act (33 U.S.C. §1251 *et. seq.*); the Safe Drinking Water Act (42 U.S.C. §30 *et. seq.*); the Occupational Safety and Health Act (29 U.S.C. §651 *et. seq.*); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §135 *et. seq.*); and the Louisiana Environmental Quality Act (La. R.S. 30:2001 *et. seq.*); including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to or promulgated under any of the foregoing.

(c) “Governmental Agency” or “Governmental Agencies” means any federal, state or local authority having jurisdiction over the Property and any improvements thereon with respect to Environmental Activities conducted, or alleged to be conducted, thereon or Hazardous Materials located, or alleged to be located thereon.

(d) “Hazardous Material” or “Hazardous Materials” means any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, asbestos or asbestos containing material, polychlorinated biphenyls, urea formaldehyde foam insulation, radioactive materials, lead, hazardous waste or substances or toxic waste or substances, including without limitation, any substances now or hereafter defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous material”, “toxic material”, or “toxic substance” under any applicable Environmental Laws.

Section 10.4 Compliance with Environmental Rules. Lessee shall comply with and maintain the Property and any improvements thereon in compliance with any Environmental Laws pertaining to Hazardous Materials, Environmental Activities, or other environmental matters (collectively for the purposes of this Section referred to as “Environmental Rules”) and shall be responsible for all costs thereof. Lessee shall not dispose of, release, treat, store or discharge any Hazardous Materials that were not present on or under the Property on the Effective Date of this Lease, on, at, under, about or from the Property. Lessee shall promptly provide LSU with true, accurate and complete copies of all required or requested permits, variances, approvals, notices, submissions, reports and other information to and from any and all Governmental Agencies having authority over the Property and any improvements thereon and environmental matters with respect thereto. Lessee authorizes LSU to communicate with any Governmental Agency regarding Environmental Activity or environmental condition of the Property or any improvements thereon. If Lessee shall breach the covenant provided in this Section, then, in addition to all other rights and remedies that may be available to LSU under this Lease, at law or in equity, LSU may require Lessee to take all actions and to reimburse LSU for the costs of any and all actions taken by LSU, as are necessary to comply with all applicable Environmental Rules and to abate any significant present or potential health risk with respect to any Environmental Activity conducted or permitted on, or any Hazardous Material, other than Hazardous Material that was present on or under the Property or any improvements thereon on the Effective Date of this Lease, present at, the Property and any improvements thereon. Lessee’s obligation under this Article shall survive the expiration or earlier termination of this Lease.

Section 10.5 LSU Right to Inspect and Cure. LSU shall have the right in its sole and absolute discretion, but not the duty, to enter upon and inspect the Property, at any reasonable time and manner and after reasonable notice to Lessee, to determine whether Lessee is complying with the terms of this Lease, including without limitation, Lessee’s compliance with all applicable Environmental Rules. Lessee hereby grants to LSU, its agents, employees, consultants, and contractors, the right to enter the Property and improvements thereon and, after reasonable notice, to perform such tasks to the Property and improvements as are reasonably necessary to conduct such reviews, inspections and investigations. LSU shall use reasonable efforts to minimize interference with the business of Lessee, but LSU shall not be liable for any interference caused as a result of this right to inspect.

Section 10.6 Notice of Environmental Default. In the event LSU discovers any breaches under this Article or any violations of applicable Environmental Rules pursuant to the foregoing inspections or otherwise, LSU shall give Lessee written notice of the violation, and Lessee shall

have thirty (30) days in which to cure the violation, unless the violation is of a nature that it cannot be reasonably cured within the 30-day period, in which event no default shall occur as long as Lessee commences to cure the violation within the 30-day period, and thereafter, in good faith, diligently and with continuity prosecutes to completion the curing of such violation.

Section 10.7 Environmental Liens. Lessee shall promptly notify LSU as to any liens threatened or attached against the Property pursuant to any Environmental Laws. In the event that a lien is filed against the Property or any improvements thereon, other than a lien arising or resulting from a Prior Environmental Use or Hazardous Material that was present on or under the Property prior to the Effective Date of this Lease, then Lessee shall within thirty (30) days from the date that the lien is filed against the Property and any improvements thereon, and at any rate prior to the date any Governmental Agency or other party commences proceedings to foreclose on such lien, either (i) pay the claim and remove the lien from the Property and any improvements thereon; or (ii) furnish either (a) a bond satisfactory to the State and LSU in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security satisfactory to the State and LSU in an amount sufficient to discharge the claim out of which the lien arises.

Section 10.8 Environmental Indemnity. Lessee agrees to protect, indemnify, defend, reimburse and hold harmless LSU and LSU's board members, employees, and agents from and against any and all loss, cost, penalty, fine, liability, damage, or expenses (including without limitation attorney's fees, court costs and litigation expenses), arising out of or resulting from (a) the presence of any Hazardous Materials in, at, on, under or about the Property and any improvements thereon caused by Lessee's use, or use by any party for whom Lessee is legally responsible, of the Property or any improvements thereon; (b) any Environmental Activity conducted by Lessee or any other party for whom Lessee is legally responsible on the Property during the Term; (c) any violation of any Environmental Laws by Lessee pertaining to the condition of the Property; (d) any Environmental Activity thereon to the extent caused by Lessee or caused by anyone else acting on behalf of Lessee or for whom Lessee is responsible during the Term; or (e) the breach of any warranty or covenant or inaccuracy of any representation of Lessee contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease. To the extent allowed by law, or as limited in Section 10.2, LSU agrees to protect, indemnify, defend, reimburse and hold harmless Lessee from and against any and all loss, cost, penalty, fine, liability, damage, or expenses (including without limitation attorney's fees, court costs and litigation expenses), arising out of or resulting from (a) the presence of any Hazardous Materials in, at, on, under or about the Property and any improvements thereon, wherein such Hazardous Materials were present prior to the Effective Date of this Lease or (b) the breach of any warranty or covenant or inaccuracy of any representation of LSU contained in this Lease. This obligation shall survive the expiration or earlier termination of this Lease.

Section 10.9 Binding Effect. The provisions of this Article shall be binding upon LSU and Lessee and inure to the benefit of LSU and Lessee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.10 Third Party Activities. In the event of any damage, liability or loss to persons or property located on the Property that result from, or arise out of or in connection with, the presence of any Hazardous Materials in, at, on, under or about the Property or any improvements thereon or any Environmental Activity thereon to the extent the presence of such Hazardous Materials or Environmental Activity thereon is not due to Lessee's Environmental Activities, but due to the actions of a third party for whom neither Lessee or LSU is legally responsible ("Third Party Environmental Activities"), LSU and Lessee agree to look to the person or entity responsible for such Third Party Environmental Activities, and not to the other party to this Lease, for recovery of any loss, damage, cost, expense or penalty incurred by them as a result of such Third Party Environmental Activities.

Section 10.11 Air and Water Quality Guidelines. The Lessee shall be in agreement with all air and water quality guidelines and mandates set forth by the Louisiana Department of Agriculture and Forestry and the Louisiana Department of Environmental Quality, including but not limited to the Louisiana Certified Prescribed Burner program.

**ARTICLE 11.**  
**DEFAULT AND REMEDIES**

Section 11.1 Default. Each of the following shall be deemed an “Event of Default” by Lessee hereunder and a material breach of this Lease:

(a) Whenever Lessee shall fail to pay any sum payable by Lessee to LSU or to any third party under this Lease on the date upon which the same is due to be paid and such failure shall continue for seven (7) days;

(b) Whenever Lessee shall fail at any time to continuously maintain insurance in the types and amounts set forth in this Lease, or to otherwise comply with all of the requirements of Article 7 of this Lease.

(c) Whenever Lessee shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Lessee other than with respect to payment of any sums of money, and Lessee shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after Lessee shall have been given a written notice specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same;

(d) The abandonment of the Property by Lessee;

(e) Whenever an involuntary petition shall be filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or a receiver of Lessee or for all or substantially all of the property of Lessee shall be appointed without acquiescence, and such petition or appointment is not discharged within ninety (90) days after the happening of such event;

(f) Whenever Lessee shall be dissolved or liquidated, or shall file a voluntary petition under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or whenever Lessee shall fail within ninety (90) days to lift any execution, garnishment, or attachment of such consequence as shall materially impair Lessee’s ability to carry on its operations, or whenever Lessee shall make a general assignment for the benefit of its creditors, or shall enter into an agreement of composition with its creditors or whenever an Order for Relief shall be granted with respect to such party pursuant to Title 11 of the United States Code or whenever such party shall seek relief under any other law for the benefit of debtors; and

(g) Whenever Lessee shall fail to provide adequate assurance of future performance of this Lease within sixty (60) days after (i) the granting of an Order for Relief with respect to Lessee pursuant to Title 11 of the United States Code, or (ii) the granting of the relief sought in an involuntary proceeding against Lessee under any bankruptcy or insolvency law. As used in this Section 11.1(g), “adequate assurance of future performance of this Lease” shall include, but shall not be limited to, adequate assurance (i) of the source of the consideration due hereunder; and (ii) that assumption or assignment of this Lease shall not breach any provision, such as a use, management, or ownership provision, in this Lease, any other lease, any financing agreement, relating to the Property.

Section 11.2 Right to Terminate. Without in any way limiting LSU’s rights at law or otherwise, if any one or more Events of Default should occur, then LSU has the right to immediately terminate this Lease, in which case Lessee’s right of possession of the Property shall cease, this Lease shall be terminated and LSU shall not owe any refund of any amounts previously paid to LSU by Lessee, and LSU at its option shall be subrogated to the rights of Lessee and.

Section 11.3 Performance of Lessee’s Other Obligations. If Lessee fails to perform or observe any of its covenants, agreements, or obligations hereunder (other than the payment of sums of money) for a period of thirty (30) days after notice of such failure (unless the default is of such a nature that it cannot be cured within a 30-day period, in which event no default shall occur as long as Lessee commences to cure such default within the 30-day period and thereafter, in good faith, diligently and with continuity, prosecutes the curing of the default), then in addition to all other rights provided herein LSU shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations that are asserted to have not been performed or observed, at the expense of Lessee and to recover

all costs, expenses, and attorney fees incurred in connection therewith, together with legal interest thereon from the date expended until repaid. Any performance or observance by LSU pursuant to this Section shall not constitute a waiver of Lessee's failure to perform or observe.

Section 11.4 Election of Remedies. All of LSU's remedies under this Section 11 are cumulative. Either Party may restrain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, but the mention herein of any particular remedy shall not preclude either Party from any other remedy it might have, either in law or in equity.

Section 11.5 Bankruptcy. If a petition is filed by or against Lessee for relief under the Bankruptcy Code, and Lessee (including for purposes of this Section Lessee's successor in bankruptcy, whether a trustee or Lessee as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on terms acceptable to Lessee, then Notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under this Lease, shall be given to LSU by Lessee no later than twenty (20) Days after Lessee has made or received such offer, but in no event later than ten (10) Days prior to the date on which Lessee applied to the Bankruptcy Court for authority and approval to enter into the proposed assignment. LSU, as landlord, shall have the prior right and option, to be exercised by Notice to Lessee given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions that may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, LSU, as landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by landlord upon the initial leasing to a tenant similar to the assignee; and (ii) shall receive, as Additional Rent, any and all further sums as are required of Lessee under this Lease. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of Lessee's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to LSU an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of LSU's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Lessee's obligations under this Lease, or to regain possession of the premises if this Lease has neither been assumed or rejected within sixty (60) Days after the date of the order for relief or within such additional time as the Bankruptcy Court may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of LSU under this Lease, whether or not expressly denominated as Rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code. Provided further that no provision herein regarding assignment of this Lease by Lessee shall be considered to waive or modify any other provision of this Lease governing Lessee's ability to assign or sublease, and the provisions of this Section are included herein for the sole purpose of providing for the situation in which LSU is compelled by the Bankruptcy Court to acquiesce in an assignment of this Lease approved by the Bankruptcy Court.

Section 11.6 No Liability for Consequential Damages. Notwithstanding anything in this Lease to the contrary, LSU shall not be liable to Lessee for any consequential damages of any type, nor shall LSU be liable for any land preparation or crop establishment expenses, nor shall LSU have any obligation to reimburse Lessee for any of Lessee's property left on the Property, including but not limited to any crops, seeds, or other plant material remaining in the ground.

## **ARTICLE 12.**

### **ASSIGNMENT AND SUBLETTING**

Section 12.1 LSU's Consent Required to Assignment of Rights. Lessee may not assign, transfer, convey, sublet, encumber or grant a security interest or other lien in its interest in this Lease nor any of its interest in the Property without the prior written consent of LSU. Any assignee / transferee / conveyee / sublessee approved by LSU shall execute an agreement in form and content approved by LSU whereby said party assumes in favor of LSU all of Lessee's obligations

under this Lease. Any such assignment / transfer / conveyance / sublease shall not relieve Lessee of any of its obligations hereunder.

**ARTICLE 13.**  
**MISCELLANEOUS**

Section 13.1 Notices. All notices, demands, and correspondence made necessary by or provided pursuant to this Agreement shall be in writing and shall be deemed to have been properly given, served and addressed, if and when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile or email, if a copy is also sent the same day via (i) or (ii) above provided that if so sent, a copy thereof is received by the sending party from the receiving party, directed as follows:

LSU: Board of Supervisors of  
Louisiana State University and  
Agricultural and Mechanical College  
Attention: Interim President  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

With a copy to: Larry Hollier, MD and Chancellor  
LSU Health Sciences Center  
433 Bolivar Street  
New Orleans, LA 70112

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either LSU or Lessee may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

Section 13.2 Modification. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent.

Section 13.3 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Louisiana, without giving effect to any conflict of law provisions. , The exclusive venue for any litigation between the Parties arising out of this Lease shall be the Nineteenth Judicial District Court for the Parish of East Baton Rouge. The Parties irrevocably waive any objection, which they may have now or hereafter to the venue of any proceedings brought in such court, or that such proceedings have been brought in a non-convenient forum when brought in such court. The Parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive and binding upon the Parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law.

Section 13.4 Number and Gender; Captions; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease.

Section 13.5 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the

remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 13.6 Attorneys' Fees. If LSU institutes litigation to enforce, or to seek damages for the breach of, any provision hereof, Lessee shall promptly reimburse LSU, to the extent allowed by law, for all reasonable attorneys' fees, court costs and related costs incurred by LSU plus judicial interest thereon from the date such costs are paid LSU.

Section 13.7 Surrender of the Property and Improvements; Holding Over. Upon termination or the expiration of this Lease, Lessee shall peaceably quit, deliver up, and surrender the Property and improvements to LSU. If Lessee does not surrender possession of the Property and improvements at the end of the Term, such action shall neither extend the Term nor reconduct the Lease, and Lessee shall be a tenant at sufferance. LSU shall not be deemed to have accepted a surrender of the Property and improvements by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating. Upon termination or expiration of this Lease, LSU may require Lessee to remove at Lessee's cost any improvements, alterations, and additions made to or on the Property by Lessee; if LSU does not require Lessee to remove any such improvements, alterations, or additions, then ownership of such improvements, alterations, or additions shall automatically vest in LSU.

Section 13.8 Force Majeure. As used herein, "Force Majeure" shall mean the occurrence of any event that prevents or delays the performance by LSU or Lessee of any obligation imposed upon it hereunder (other than payment of any liquidated sum of money) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Lessee or LSU shall be delayed, hindered, or prevented from performance of any of its obligations (other than to pay any liquidated sum of money) by reason of Force Majeure (and the party asserting Force Majeure shall not otherwise be in default hereunder) the time for performance of such obligation shall be extended for the period of such delay.

Section 13.9 Successors and Assigns. This Lease shall constitute a real right and covenant running with the Property and improvements, and, this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Whenever a reference is made herein to either Party, such reference shall include the Party's successors and assigns, if any.

Section 13.10 Survival. Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

Section 13.11 Relationship of the Parties. Nothing contained in this Lease shall be construed by the Parties hereto, or by any third party, as constituting the Parties as principal and agent, partners or joint venturers, nor shall anything herein render either Party liable for the debts or obligations of any other Party, it being understood and agreed that the only relationship between LSU and Lessee hereunder is that of lessor and lessee.

Section 13.12 Cumulative Remedies. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LSU or Lessee of any one or more of the rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LSU or Lessee of any or all of their other rights or remedies provided for in this Lease or now or after the date of the Lease existing at law or in equity or by statute or otherwise.

Section 13.13 No Waiver. No failure by either Party to insist upon strict performance of any agreement, covenant, or term of this Lease or to exercise any right or remedy granted to such party upon a breach hereof and no acceptance of any performance during the continuance of a breach shall constitute a waiver of any breach. No obligation of LSU or Lessee shall be deemed waived or modified except by written instrument signed by the party in whose favor the obligation runs. If LSU or Lessee should waive a particular breach, condition or covenant herein, the waiver shall be limited to the particular breach, covenant or condition at the time of the waiver and shall not be construed as a waiver in the future of the same or different breach, covenant or condition.

Section 13.14 No Accord and Satisfaction. No payment by Lessee, or acceptance by LSU of an amount that is less than the amount due from Lessee to LSU, shall be treated otherwise than as a payment on account. The acceptance by LSU of a check for a lesser amount with an endorsement or statement thereon or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LSU may accept such check without prejudice to any other rights or remedies that LSU may have against Lessee.

Section 13.15 Good Faith Dealing. LSU and Lessee agree to act in good faith and in a commercially reasonable manner in connection with the exercise of their rights and obligations as contained in this Lease.

*(Last Line This Page - Signature Page Follows)*



IN WITNESS HEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

**WITNESSES:**

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Galligan, Jr., Interim President  
Louisiana State University Agricultural and  
Mechanical College

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES:**

**LESSEE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "A"

### PROPERTY TO BE LEASED

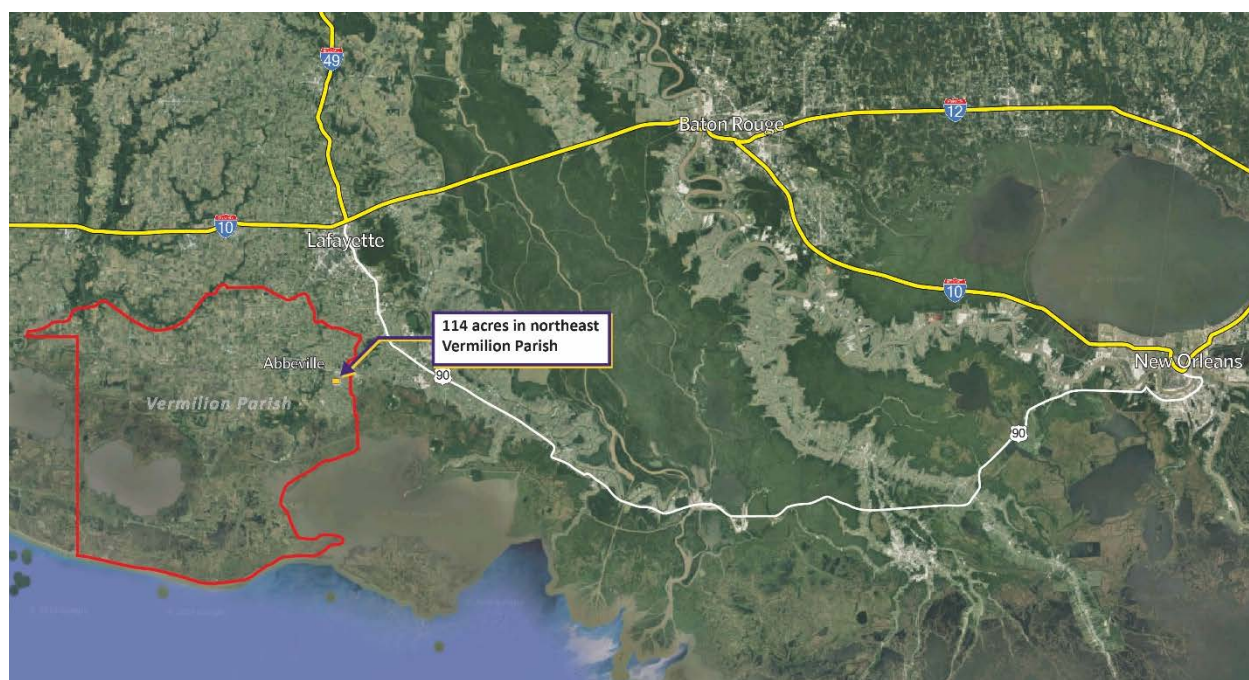
Illustrating Farmland within the Property

The Farmland, totaling 114 acres, located in Vermilion Parish has three areas of farmable land. The areas can be seen in Figure 1 and are 12 acres, 32 acres, and 26 acres for a total of 70 farmable acres.

Figure 1: Location of farmable land within the leased parcel in Vermilion Parish, Louisiana



Figure 2. Location of the Property



The following sections describe the four parcels comprising the Property :

(1) *One certain tract of land lying and being situated in Section 40, Township 13 South, Range 4 East, Vermilion Parish, Louisiana, containing 47.891 acres, more or less, and being designated and described as Lots 8 and 9 and 8 of a plat of survey made by Stephen J.*

- Langlinais, dated September 3, 1979, revised January 30, 1980, which said plat is recorded under Number 8507408 of the Conveyance Records of Vermilion Parish, Louisiana, together with all buildings and improvements thereon situated and thereto appertaining.*
- (2) One certain tract of land lying and being situated in Section 40, Township 13 South, Range 4 East, Vermilion Parish, Louisiana, containing 23.488 acres, more or less, and being designated and described as Lots 7, 6, 5 and 4 of a plat of survey made by Stephen J. Langlinais, dated September 3, 1979, revised January 30, 1980, which said plat is recorded under Number 8507408 of the Conveyance Records of Vermilion Parish, Louisiana, together with all buildings and improvements thereon situated and thereto appertaining.*
- (3) One certain tract of land lying and being situated in Section 40, Township 13 South, Range 4 East, Vermilion Parish, Louisiana, containing 5.966 acres, more or less, and being designated and described as Lots 3 and 2 of a plat of survey made by Stephen J. Langlinais, dated September 3, 1979, revised January 30, 1980, which said plat is recorded under Number 8507408 of the Conveyance Records of Vermilion Parish, Louisiana, together with all buildings and improvements thereon situated and thereto appertaining.*
- (4) One certain tract of land lying and being situated in Section 40, Township 13 South, Range 4 East, Vermilion Parish, Louisiana, containing 36.667 acres, more or less, and being designated and described as Lot 1 of a plat of survey made by Stephen J. Langlinais, dated September 3, 1979, revised January 30, 1980, which said plat is recorded under Number 8507408 of the Conveyance Records of Vermilion Parish, Louisiana, together with all buildings and improvements thereon situated and thereto appertaining.*



**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

This requires approval pursuant to:

Amended and Restated Ground Lease between LSU and LSU Research Foundation

**1. Summary of the Matter**

Pursuant to the Amended and Restated Ground Lease between LSU and the LSU Research Foundation (LSURF, formerly known as the LSU Research & Technology Foundation), dated as of May 11, 2011, LSURF owns and operates the Louisiana Emerging Technology Center (LETC) located on the LSU campus. LSURF leases out space in the LETC to both LSU components and to private entities whose work is closely associated with LSU’s missions and goals.

In order to finance the construction of improvements within the LETC building which will be used by both LSU and private tenants, and to repay an existing line of credit with The University Financing Foundation (TUFF) for other capital costs at significantly more favorable terms, LSURF intends to borrow \$4 million from Campus Federal Credit Union (CFCU). This financing will be secured by a leasehold mortgage on the rights and interests LSURF has pursuant to the Amended and Restated Ground Lease and the individual tenant leases between LSURF and its tenants within the LETC building.

Under section 14.9 and other provisions of the Amended and Restated Ground Lease, the written consent of LSU is required for such a leasehold mortgage. LSU may not unreasonably withhold its consent, pursuant to section 6.H.

**2. Review of Business Plan**

LSURF will borrow \$4 million for a term of 10 years, at 3.5% interest rate. The debt will be solely the responsibility of LSURF; LSU is not a party to the loan and will have no legal liability for the debt. The debt is secured by a Leasehold Mortgage of the leasehold rights LSURF has from LSU pursuant to the Amended and Restated Ground Lease and an assignment of leases, leasehold improvements, and rents it has with its tenants, including the LSU offices leasing space in the facility.

The proceeds from the CFCU loan will also allow LSURF to pay off their current line of credit with TUFF and realize more than \$2.1 million in savings over the life of the loan.

**3. Fiscal Impact**

As noted above, LSU will have no liability for this debt. LSU will receive substantial benefits from the improvements that LSURF will construct with the loan proceeds. These include, but are not limited to, the benefits obtained from relocating the LSU Online program to the LETC building as approved by this Board in January 2020.

**4. Description of Competitive Process**

Not Applicable. LSURF, a private entity, is solely responsible for obtaining this financing.

**5. Review of Legal Documents**

The attached Consent to Leasehold Mortgage is based on prior templates prepared by LSU staff and counsel for similar approvals and consents. It includes technical information provided by title counsel for Campus Federal Credit Union. It has been reviewed by the LSU Office of General Counsel.

**6. Parties of Interest**

The following parties have an interest in and/or are involved with this transaction.

- LSU
- LSU Research Foundation
- Campus Federal Credit Union
- TUFF LSU Management, LLC (engaged by LSURF as property manager and consultant)

**7. Related Transactions**

N/A

**8. Conflicts of Interest**

None.

**9. Exhibits**

- I. Transmittal Letter
- II. Consent Agreement

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his or her designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Consent to Leasehold Mortgage related to financing being sought by the LSU Research Foundation (LSURF) from Campus Federal Credit Union as required by the terms of the Amended and Restated Ground Lease for the Louisiana Emerging Technology Center (LETC), and to provide any other approvals or authorizations necessary for the LSURF project.



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## CAMPUS CORRESPONDENCE

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**To:** Thomas C. Galligan, Jr.  
Interim President of LSU

**Date:** April 9, 2020

**Through:** Daniel T. Layzell, Executive Vice President for  
Finance & Administration/CFO

**Through:** Tony Lombardo, Associate Vice President  
Facility & Property Oversight

**From:** Patrick H. Martin, V, Assistant Vice President  
Real Estate, Public Partnerships, and Compliance

**Subject** **Board of Supervisors Agenda, April 23, 2020 Meeting  
Request from LSU A&M to Consent to Financing by LSURF**

LSU is requesting that the Board of Supervisors consent to LSURF entering into a Leasehold Mortgage with Campus Federal Credit Union as partial security for LSURF's borrowing of \$4 million for improvements to the Louisiana Emerging Technology Center building.

We request this be placed on the agenda for the Board's meeting scheduled for April 23, 2020.

Thank you.

**CONSENT TO LEASEHOLD MORTGAGE**

This Consent to Leasehold Mortgage (this “Consent”) is made as of the \_\_\_\_ day of April, 2020, by the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), appearing herein through the undersigned.

**Background**

This Consent is given based upon the following understandings:

A. LSU and LSU Research Foundation (the “Foundation”), entered into that certain Amended and Restated Agreement and Lease of Property for Construction of the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility, dated as of May 11, 2011 (the “Ground Lease”). The Ground Lease provided that the Foundation would take possession of the leased property described on Exhibit “A” attached hereto (the “Property”). The Ground Lease was recorded as Original 602, Bundle 13019, official records of East Baton Rouge Parish, Louisiana.

B. The Ground Lease was originally between the LSU and the Louisiana State University System Research and Technology Foundation (LSURTF). In 2019, LSURTF was reorganized and renamed to the LSU Research Foundation (LSURF), which continued to be responsible for all rights and obligations of LSURTF.

C. Pursuant to the terms of the Ground Lease, LSU leased the Property to the Foundation for the purpose of permitting construction and operation of buildings known as the Louisiana Emerging Technologies Center and the Louisiana Digital Media Facility (the “Buildings”) and related improvements. In accordance with applicable provisions of the Ground Lease, including Section 14.9, the Foundation is prohibited from assigning or transferring any interest in the Ground Lease without the “prior written consent of LSU”.

D. Campus Federal Credit Union (“Bank”) has agreed to provide financing to the Foundation in a principal amount not to exceed Four Million and no/100 (\$4,000,000.00) Dollars (the “Loan”), to be secured by collateral including: a first priority multiple indebtedness mortgage and assignment of leases and rents (the “Leasehold Mortgage”) affecting the Foundation’s leasehold interest in the Property, the Ground Lease, any tenant leases executed by the Foundation and other immovable and moveable property including but not limited to the Foundation’s interest in furniture, fixtures and equipment and related rights in the Buildings, but not including LSU’s interest in the Property. The purpose of the Loan is to finance tenant build-outs, tenant improvement allowances, payoff existing debt/management fees, and other matters related to the improvement and operation of the Buildings (the “Loan Purpose”).

E. In accordance with the applicable terms of the Ground Lease, including but not limited to Section 14.9 thereof, the Foundation and Bank have requested that LSU consent to the financing arrangements between the Foundation and Bank including but not limited to the Foundation’s grant of a mortgage on the Foundation’s leasehold estate and other rights and property of the Foundation as collateral security for the Loan.

F. LSU desires to consent to the financing arrangements agreed to by the Foundation and Bank, including the Leasehold Mortgage, under the terms and conditions set forth in this Consent.

**Consent**

1. LSU hereby consents to arrangements made by the Foundation with Bank for financing of the Loan Purpose including by not limited to the Leasehold Mortgage, subject to the following:

(a) The Leasehold Mortgage and all rights acquired pursuant thereto shall be subject and subordinate to each and all of the terms, covenants, conditions and obligations in the Ground Lease and any subsequent amendments thereto executed with the consent of LSU, the Foundation and Bank;

(b) Proceeds of the Loan secured by the Leasehold Mortgage shall be used solely to finance a portion of the costs of the Loan Purpose;

(c) The Foundation and Bank shall not agree to any material amendment or modification of the terms of the Promissory Note evidencing the Loan, the Leasehold Mortgage, or other collateral security documents related to the Loan without the written consent of LSU.

(d) The Foundation shall, within ten (10) days of the granting of the Leasehold Mortgage, provide to LSU the name and address of the holder of the Leasehold Mortgage and copies of any documents evidencing the Leasehold Mortgage and related financing arrangements that LSU may reasonably require in order to determine the rights of and the Foundation's obligations to the holder.

2. The Foundation appears herein to accept and acknowledge this Consent.

Signed at Baton Rouge, Louisiana, in duplicate counterparts which, when taken together, shall constitute a single instrument, as of the date set forth above.

**BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AND AGRICULTURAL AND  
MECHANICAL COLLEGE**

**LSU RESEARCH FOUNDATION**

By: \_\_\_\_\_  
Thomas C. Galligan Jr.,  
Interim President of LSU

By: \_\_\_\_\_  
Charles A. Landry, Officer





**EXHIBIT A – PROPERTY DESCRIPTION**

A 6.69 acre tract situated on the Baton Rouge Campus of Louisiana State University in Section 67, Township 8 South – Range 1 West, East Baton Rouge Parish and being more particularly described as follows:

Commence at the intersection of the westerly edge of East Parker Boulevard and the southerly edge of the turnout for South Coliseum Drive and the POINT OF BEGINNING;

Thence proceed along the westerly side of East Parker Boulevard the following courses: North 46 degrees 53 minutes 13 seconds East 92.98 feet, North 50 degrees 13 minutes 23 seconds East 29.01 feet, North 54 degrees 14 minutes 06 seconds East 94.35 feet, North 45 degrees 35 minutes 37 seconds East 122.21 feet, North 37 degrees 30 minutes 01 seconds East 150.45 feet; thence proceed along a curve to the left having a radius of 34.49 feet, the long chord of which bears North 8 degrees 16 minutes 56 seconds West 44.24 feet, a distance of 48.03 feet; thence proceed along the southerly edge of South Stadium Drive North 54 degrees 03 minutes 53 seconds West 52.73 feet; thence proceed along a curve to the left having a radius of 328.88 feet, the long chord of which bears North 66 degrees 02 minutes 42 seconds West 131.36 feet, a distance of 132.25 feet; thence proceed North 78 degrees 01 minutes 37 seconds West 251.25 feet; thence proceed along a curve to the right having a radius of 1196.90 feet, the long chord of which bears North 72 degrees 40 minutes 52 seconds West 140.22 feet, a distance of 140.29 feet; thence proceed North 67 degrees 15 minutes 23 seconds West 152.52 feet; thence proceed South 6 degrees 44 minutes 44 seconds West 534.95 feet to the southerly edge of Coliseum Drive; thence proceed South 83 degrees 45 minutes 01 seconds East 206.86 feet; thence proceed along a curve to the left having a radius of 384.46 feet, the long chord of which bears North 85 degrees 36 minutes 33 seconds East 95.61 feet, a distance of 95.86 feet; thence proceed North 74 degrees 58 minutes 07 seconds East 23.13 feet; thence proceed South 45 degrees 12 minutes 39 seconds East 117.34 feet to the POINT OF BEGINNING



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# Board of Supervisors

## SECTION D

# ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



**Request from LSU Athletics to Approve the Contract for LSU Football  
Head Coach Edward J. Orgeron, Jr.**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section K of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

K.3 Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

The LSU Athletics Department is seeking approval of the employment contract of Coach Edward Orgeron. A term sheet outlining the key points of the contract was approved by the Board at the March 6, 2020 regular meeting.

The contract includes an increase in proposed compensation from \$4 million to \$6 million. The Tiger Athletic Foundation has agreed to provide a secured loan to Coach Orgeron to purchase a supplemental benefit plan that will include a life insurance policy for the coach. The premium loan will amount to \$5 million paid in two installments in FY2020 and FY2021 and will be returned to TAF from the insurance proceeds upon payment of the benefit. In addition to the incentive compensation provided in the prior contract, an annual amount of \$187,500 for personal travel purposes and a one-time addition of up to \$20,000 for legal purposes is included in this contract.

If the coach terminates the contract, he will be required to pay liquidated damages according to a declining scale . If LSU terminates the agreement, there is a 70% buyout provision.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

The agreement will increase the obligations of the LSU Athletics Department.

**4. Review of Legal Documents**

The General Counsel has reviewed the contract.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College (“Board”) approves the contract for Edward J. Orgeron, Jr., Head Coach of LSU Football, and authorizes the President to execute the contract on behalf of the Board.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 23rd day of April, 2020, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and Edward J. Orgeron, Jr. (“EMPLOYEE”) and My 3 Tiger Boyz LLC (“COMPANY”) for the services of EMPLOYEE:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Head Football Coach of the Team.
  - E. “Start Date”: January 14, 2020.
  - F. “End Date”: December 31, 2025 or the Team’s last game of the 2025-2026 season, including the post-season.
  - G. “Program”: The intercollegiate football program at LSU Baton Rouge.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that EMPLOYEE will serve in such position throughout the term of this Agreement and will devote attention on a full-time basis to the duties described in this Agreement. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in the football classification generally known as the Power Five, within National Collegiate Athletic Association ("NCAA") play;
  - B. Hiring and firing (subject to appropriate budget approvals, such approvals not to be unreasonably withheld or delayed) and managing the assistant coaches and other athletic staff necessary and appropriate to assist EMPLOYEE in meeting the responsibilities herein;
  - C. Performing all duties reasonably assigned to EMPLOYEE by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - D. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
  - E. Directing the Team, including management of staff, budget, and other resources;
  - F. Understanding and agreeing that EMPLOYEE and EMPLOYEE's staff, with the reasonable assistance of LSU, are bound by and must be reasonably knowledgeable of and comply with: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference ("SEC") and/or LSU (hereinafter collectively referred to as "Governing Athletics Regulations");
  - G. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
  - H. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
  - I. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;

- J. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - K. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistent with LSU's mission;
  - L. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff and other members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
  - M. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - N. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - O. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes;
  - P. Understanding and complying with NCAA Bylaw 11.1.1.1, which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach;" and
  - Q. Performing all other reasonable duties customarily performed by head football coaches serving at colleges or universities that compete in the NCAA Power Five or at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. Any amount due EMPLOYEE for a partial contract year shall be prorated. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE and COMPANY shall be entitled to supplemental compensation as provided on Schedule A ("Supplemental Compensation"). Supplemental Compensation shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletics Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will Supplemental Compensation be reduced as a result of any such review. All compensation paid to COMPANY under this Agreement shall be paid subject to and in accordance with LSU Permanent Memorandum 67.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Incentive Compensation, including Post-Season Incentive Compensation, shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.



- B. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (ii) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business. Notwithstanding the foregoing EMPLOYEE shall not be personally responsible for expenses authorized and incurred by EMPLOYEE and his staff in connection with the ordinary functions associated with an intercollegiate football program, and in accordance with LSU policy.
- C. Mobile communications device and service for business purposes.
- D. The opportunity to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director.
- E. Tickets to home, away and postseason contests for football and other sports, subject to existing LSU regulations and policies.
- F. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$2,000 per month or, to the extent consistent with state ethics law, use of two courtesy vehicles provided by a dealership; and (2) related automobile insurance.
- G. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used in conjunction with all LSU and team-related activities, including LSU-related promotional, broadcast, media and appearance activities.
- H. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Athletic Director and President, after review and approval by the LSU General Counsel and a determination that such benefits are in compliance with LSU by-laws and policies, and state laws.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), EMPLOYEE may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director before engaging in any commercial or private venture, including the use of EMPLOYEE’s name by any commercial, public or private entity, which approval shall not be unreasonably withheld or delayed. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by

EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment for services from any outside source, except for income earned by assistant coaches or other staff from EMPLOYEE's operation of sports camps, or as otherwise authorized by LSU in accordance with PM-11. Unintentional violations of this Section 10(B) shall not constitute grounds for "cause" as defined in Section 11(A) herein.
- C. Without the prior written approval of the Athletic Director, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, or appear in or make any advertisement or make any commercial endorsement. No approval is required for routine news media interviews for which no compensation is received.

## **11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. With respect to any "termination for cause," LSU acknowledges that it is not the intent of LSU for EMPLOYEE to be terminated "for cause" for minor, technical, or otherwise immaterial defaults.
  - 1. For purposes of this Section, "cause" for termination shall be defined as:
    - a. Commission of a Level I or II violation under NCAA bylaws or knowingly committing of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (1) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (2) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of

Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;

- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- f. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- g. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or misrepresentation in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under EMPLOYEE's control, authority or supervision to fail to so respond;
- i. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or

accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student-athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- j. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or knowingly permitting any student-athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- k. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- l. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- m. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student-athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- n. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under EMPLOYEE's control, authority or supervision to fail to cooperate in such investigation and enforcement;
- o. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA (Level I or Level II violations) or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE

which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- p. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student-athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student-athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student-athlete;
  - r. Failure to materially comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - s. Knowingly committing material or repeated significant violations of this Agreement, provided said initial violations are not cured within 10 days of EMPLOYEE's written notice of same, provided such default is of a nature that is capable of being cured (as determined in University's reasonable discretion).
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE or COMPANY for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE and COMPANY shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this section have been met shall not be made arbitrarily or capriciously by LSU. Prior to

termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review of any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE shall have the right to counsel and to present the testimony of witnesses and other reliable evidence.

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU Without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE and COMPANY. In such event, LSU will pay EMPLOYEE and COMPANY liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages payable by LSU under this Section will be as provided on Schedule A. Any payments due EMPLOYEE and COMPANY will be paid in equal monthly installments over the course of the remaining Term. Neither EMPLOYEE nor COMPANY will have the duty to mitigate liquidated damages under this Section.

3. In the event of termination by LSU without cause, all Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE or COMPANY for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received by EMPLOYEE and COMPANY under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay or cause a third party to pay to LSU liquidated damages as

provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement.

3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from



receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has materially violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and EMPLOYEE and COMPANY shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE or COMPANY, as the case may be, the benefits and other compensation herein otherwise payable to EMPLOYEE or COMPANY during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, LSU shall have the right to suspend EMPLOYEE for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE and COMPANY shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 90 days, this Agreement shall terminate as a termination with cause and all future

obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE, nor COMPANY, nor LSU shall be entitled to receive, and each hereby waives any claim against the other(s), and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU, EMPLOYEE, or COMPANY of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's and COMPANY's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

13. **Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** None of the parties to this Agreement may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other parties, except as otherwise specifically set forth in this Agreement. Notwithstanding the foregoing, COMPANY may assign rights hereunder to another entity owned or controlled by EMPLOYEE with the prior written approval of the President and the Athletic Director, which approval shall not be unreasonably withheld or delayed.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. The Agreement shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE and COMPANY, such approval and acceptance to be acknowledged in writing.
18. **Notice.** To the extent COMPANY is entitled to any notice under this Agreement, notice to EMPLOYEE shall be deemed to be contemporaneous notice to COMPANY.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **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.
21. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

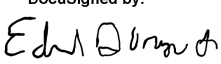
**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

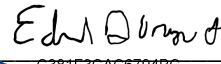
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

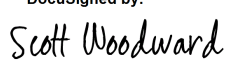
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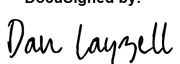
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Edward J. Orgeron, Jr. Date

MY 3 TIGER BOYZ, LLC

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RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR EDWARD J. ORGERON, JR. AND COMPANY**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 23, 2020, entered into between LSU, EMPLOYEE and COMPANY, to which it is attached (the "Agreement"). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

- 1. Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. Incentive Compensation may be paid from affiliated foundation funds, subject to the approval of LSU and the affiliated foundation.

- A. Regular Season Victory Incentive Compensation.** In the event the Team achieves 10 or more regular season victories in an intercollegiate football season, LSU will pay EMPLOYEE Regular Season Victory Incentive Compensation as follows:

<b>Regular Season Incentive Level</b>	<b>Amount</b>
1. Ten Victories	\$250,000 OR
2. Eleven Victories	\$350,000 OR
3. Twelve Victories	\$500,000

The Regular Season Victory Compensation, if payable, shall be considered earned as of the date of the last regular season game of that Contract Year and shall be paid within 60 days following the final regular season football game in which the Team and EMPLOYEE participates. The Regular Season Victory Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is not cumulative; thus, EMPLOYEE will only be compensated for the highest of the three incentive levels achieved during each intercollegiate football season.

- B. Post-Season Incentive Compensation.** In the event the Team participates in post-season football game(s), LSU will pay EMPLOYEE Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play as follows:

<b>Post-Season Goal</b>	<b>Amount</b>
1. Participation in SEC Championship Game	\$100,000

2.	Win SEC Championship Game	\$200,000
3.	Appear in Non-College Football Playoff (“CFP”) Post-Season Bowl Game	\$25,000
4.	CFP Bowl Participant (excluding semi-finals)	\$150,000
5.	CFP Semifinal Game Participant	\$250,000
6.	CFP Final Game Participant	\$150,000
7.	CFP Champion	\$500,000

The Post-Season Incentive Compensation, if payable, shall be considered earned as of the date of each game at which a Post-Season Goal is attained and shall be paid within 60 days following the final post-season football game in which the Team and EMPLOYEE participates. The Post-Season Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is cumulative based on any and all Post-Season Goals achieved. The total amount of Post-Season Incentive Compensation could equal up to \$1,200,000 in a given Contract Year should EMPLOYEE and the Team achieve Post-Season Goals 1, 2, 5, 6 and 7 during any Contract Year.

**C. Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation as follows:

1. In the event EMPLOYEE is named the National College Football Coach of the Year by ESPN (The Home Depot Award) or the National Sportscasters and Sportswriters Association (The Paul “Bear” Bryant Award) or the Associated Press or the American Football Coaches Association or EMPLOYEE is named recipient of the Bobby Dodd Trophy, LSU will pay EMPLOYEE Coaching Recognition Incentive Compensation in the amount of \$50,000.
2. In the event EMPLOYEE is named SEC Coach of the Year by either the Associated Press (AP) or by vote of the SEC coaches, LSU will pay EMPLOYEE a Coaching Recognition Incentive Compensation in the amount of \$25,000.
3. The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. Only one incentive in Subsection 1 and one incentive in Subsection 2 can be earned by EMPLOYEE during each intercollegiate football season; thus, the maximum amount EMPLOYEE can receive in Coaching Recognition Incentive Compensation is \$75,000 during a Contract Year even if EMPLOYEE receives more than one of the listed awards during that Contract Year.



**D. Academic Incentive Compensation.** In the event the Team achieves a single year Academic Progress Rate (“APR”) of 960 or greater in an Academic Year (defined as beginning with the summer semester and ending immediately prior to the summer semester of the following Contract Year), LSU will pay EMPLOYEE Academic Incentive Compensation of \$200,000. The Academic Incentive Compensation, if payable, shall be considered earned as of the end of the spring semester each Academic Year and shall be paid within 60 days following that date.

**2. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

**A. Radio, Television, Social Media & Internet.** LSU hereby engages EMPLOYEE and COMPANY during each Contract Year to provide the services of EMPLOYEE in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs concerning LSU and the Team. EMPLOYEE will earn and receive Supplemental Compensation under this subpart in the amount of \$3,000,000 during each Contract Year. COMPANY, which accepts such engagement to furnish the services of EMPLOYEE, shall be paid Supplemental Compensation under this subpart in the amount of \$2,000,000 (\$1,500,000 for participation in radio, television and internet, and \$500,000 for participation in social media) during each Contract Year. The allocation of the amounts in the subpart are subject to reallocation by agreement of the parties. Compensation under this Section shall be payable in 12 equal monthly installments. The components of this Section are as follows:

1. The reasonable efforts required of EMPLOYEE and provided by COMPANY under this Section shall be the due diligence and personal time customarily exerted by head football coaches at SEC member institutions in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major intercollegiate football programs.
2. LSU shall exclusively own all rights to the television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs; provided, however, that nothing contained herein shall give third parties the right to a direct endorsement of EMPLOYEE without COMPANY’s prior consent. “Program sponsors” shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

3. Without limiting the obligations of this Section, the parties agree that EMPLOYEE's responsibilities as the Head Coach of the Team shall at all times supersede and take priority over any obligations that COMPANY or EMPLOYEE may have pursuant to this Section.
4. Supplemental Compensation shall be payable in equal monthly installments and may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation. Any amounts due to COMPANY under this Section for a partial Contract Year shall be prorated.

**B. Other Supplemental Compensation.** In addition to the Supplemental Compensation provided for in this Section to COMPANY, EMPLOYEE shall be entitled to receive Other Supplemental Compensation in the amount of \$500,000, during each Contract Year, payable in 12 equal monthly installments.

1. Other Supplemental Compensation shall consist of: (a) Any monetary benefits earned or received for services rendered by EMPLOYEE directly to the Tiger Athletic Foundation ("TAF"), which is currently calculated to be \$400,000 during each Contract Year; (b) any supplemental monetary benefits paid or funded in its discretion by TAF; (c) any monetary benefits earned or received from the Team's shoe and equipment contracts, or similar vendors, which is currently calculated to be \$100,000 for each Contract Year; and (d) any income or benefits earned or received by EMPLOYEE from LSU not otherwise specified in this Agreement. Any amounts due to EMPLOYEE under this Section for a partial Contract Year shall be prorated.
2. In the event the amount of Other Supplemental Compensation received by EMPLOYEE in a Contract Year falls below \$500,000, LSU shall pay EMPLOYEE the difference between \$500,000 and the actual Other Supplemental Compensation received during that Contract Year within 30 days of such determination. LSU shall have reasonable access to all documents and records of EMPLOYEE that are necessary to verify the obligations for Other Supplemental Compensation.

**C.** To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

**3. Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(2) of the Agreement, if LSU terminates employment during the Term without cause or for convenience, LSU will pay EMPLOYEE and COMPANY liquidated damages equal to seventy percent (70%) of Base Salary Amount and Supplemental Compensation (as defined in Sections 2(A) and 2(B) of this Schedule A) for the remaining Term. The allocation of payments between EMPLOYEE and COMPANY

shall be made on a pro rata basis according to their then applicable compensation under this Agreement. Neither EMPLOYEE nor COMPANY will have the duty to mitigate liquidated damages under this Section. Absent a written determination by a third party that the full amount of liquidated damages is not immediately taxable to EMPLOYEE under Section 457(f) of the Internal Revenue Code, liquidated damages will be paid in accordance with the following schedule:

- A. As a credit toward the liquidated damages owed under this Section, EMPLOYEE will be paid a single balloon payment of the lesser of (1) the amount of federal, state, and local income tax and the amount of FICA withholding that would have been remitted by LSU if there had been a payment of wages to EMPLOYEE on the date of his involuntary termination equal to the income includible by EMPLOYEE on the liquidated damages under Section 457(f) of the Internal Revenue Code, or (2) \$2,000,000. This single installment will be paid by December 31 of the year in which termination occurs or within 60 days of the date of termination, whichever occurs later.
- B. All remaining installments will be paid over the remaining Term of Employment in substantially equal amounts by pay period.

**4. Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates employment during the Term to accept other employment, EMPLOYEE shall pay LSU liquidated damages as follows for the remaining Term:

- A. If the termination date is during the first year of the Agreement (defined for the purpose of this Section as the 365 day period commencing on the Start Date), one hundred percent (100%) of the total annual Base Salary Amount and Supplemental Compensation for the first year of the Agreement.
- B. If the termination date is during the second year of the Agreement, seventy-five percent (75%) of the total annual Base Salary Amount and Supplemental Compensation for the second year of the Agreement.
- C. If the termination date is during the third year of the Agreement, fifty percent (50%) of the total annual Base Salary Amount and Supplemental Compensation for the third year of the Agreement.
- D. If the termination date is during the fourth year of the Agreement, twenty-five percent (25%) of the total annual Base Salary Amount and Supplemental Compensation for the fourth year of the Agreement.
- E. If the termination date is during the fifth year of the Agreement, ten percent (10%) of the total annual Base Salary Amount and Supplemental Compensation for the fifth year of the Agreement.
- F. If the termination date is any time after the completion of the fifth year of the Agreement, no liquidated damages will be owed.

5. **Supplemental Benefit Plan.** EMPLOYEE shall be entitled to participate, either individually or through a separate trust or entity, in a Supplemental Death Benefit Agreement (“Plan”) with an insurer of EMPLOYEE’s election, as follows:

- A. LSU, TAF, EMPLOYEE and any other participating entity shall enter into separate agreements, including a Supplemental Death Benefit Agreement, Collateral Assignment and Promissory Note, to secure this benefit and the rights of LSU and TAF accordingly. To the extent there is conflict with this Section, the provisions of the Supplemental Death Benefit Agreement, Collateral Assignment and Promissory Note (collectively “Plan Documents”) shall prevail.
- B. LSU, through TAF, will advance premium loans of no more than \$5,000,000 toward the Plan, payable in two installments of \$2,500,000 each. The first installment shall be payable upon execution of the Plan Documents, which shall occur not more than 15 days after execution of this Agreement. The second installment shall be payable no later than January 15, 2021. The obligation to make the premium loans shall be determined by the Plan Documents.
- C. LSU and TAF shall retain an interest in any proceeds payable under the life insurance policy obtained and maintained in connection with the Plan for the total amount of the “Liability” (as that term is defined in the Supplemental Death Benefit Agreement) and such interest shall survive the termination of this Agreement for any reason.
- D. It is the intention of the parties that the Plan and associated documents will satisfy the requirements of federal tax law governing loan regime split-dollar arrangements and all reporting of income, benefits or other amounts shall be made by the parties, as well as any trust or entity established by EMPLOYEE, in a manner that is in accordance with applicable Internal Revenue Service rules and regulations governing loan regime split-dollar arrangements.
- E. EMPLOYEE shall be entitled to one-time compensation of up to \$20,000, as established with appropriate documentation, for legal expenses associated with the Plan Documents, including without limitation, its negotiation and documentation in the context of this Agreement.

6. **Supplemental Provisions.**

- A. Section 13(A) of the Agreement is deleted in its entirety.
- B. EMPLOYEE shall be entitled to payment of \$187,500 per year to use for personal air travel, payable in 12 equal monthly installments, some or all of which may be paid through affiliated foundation funds. Any amount due EMPLOYEE for a partial contract year shall be prorated. Amounts due under this subsection may be paid to COMPANY in lieu of payment to EMPLOYEE.

**[SIGNATURES ON FOLLOWING PAGE]**

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

EMPLOYEE:

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Edward J. Orgeron, Jr. 4/22/2020  
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Edward J. Orgeron, Jr.

MY 3 TIGER BOYZ, LLC

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By: Edward J. Orgeron, Jr. 4/22/2020  
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RECOMMENDED:

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Scott Woodward 4/22/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Dan Layzell 4/22/2020  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**Request from LSU Athletics to Approve the Contract for LSU Football  
Offensive Coordinator Steve Ensminger**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section K of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

K.4 Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above

**1. Summary of the Matter**

The LSU Athletics Department is seeking approval of the employment contract for Steve Ensminger, who coached in the same capacity during the 2019 Championship season. In general, the terms of the contract are as follows:

	<b>Term</b>	<b>Base Salary</b>	<b>Supplemental Compensation</b>
<b>Contract</b>	April 1, 2020 to March 31, 2022	\$500,000	\$500,000

There are also provisions for termination of contract by coach, liquidated damages are conditional based on reason for termination. If LSU terminates, the Athletic Department’s obligations are indicated.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

There is a cost to the LSU Athletics Department specified above.

**4. Review of Legal Documents**

General Counsel has reviewed the contract.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College (“Board”) approves the employment contract for Steve Ensminger, and authorizes the President to execute the agreement on behalf of the Board.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and STEVEN ENSMINGER (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Offensive Coordinator for the Team.
  - E. “Start Date”: April 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;



- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any

other employee of any supplemental pay, bonus, or other form of payment from any outside source.

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

## **11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of

dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any

other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should

have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the

date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable



to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than

termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.

2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement

with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.
12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.
13. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-

season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or

representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
 Thomas C. Galligan Jr. Date  
 Interim President  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
*Steven Ensminger* 4/21/2020  
 \_\_\_\_\_  
 Steven Ensminger Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 4/20/2020  
 \_\_\_\_\_  
 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
*Dan Layzell* 4/21/2020  
 \_\_\_\_\_  
 Daniel T. Layzell  
 Executive Vice President for Finance and Administration/CFO  
 Louisiana State University and  
 Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR STEVEN ENSMINGER**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. Incentive Compensation may be paid from affiliated foundation funds, subject to the approval of LSU and the affiliated foundation.

**A. Team Performance Incentive Compensation.** EMPLOYEE shall be paid incentive compensation if, at the end of a football season (including post-season), the Team is ranked in the Top 3 in the SEC in the following categories:

<b>Category</b>	<b>Amount</b>
1. Scoring Offense	\$25,000
2. Red Zone Offense	\$25,000
3. Third Down Conversions	\$25,000
4. Turnovers	\$25,000
5. Total Offense	\$25,000

The Team Performance Incentive Compensation, if payable, shall be considered earned as of the final SEC Football Team Statistics publication issued after the final post season game involving a SEC football team (typically early to mid-January) and shall be paid within 60 days of that date. The maximum amount EMPLOYEE may earn in Team Performance Incentive Compensation is \$125,000.

**B. Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$125,000 per contract year:

<b>Post-Season Goal</b>	<b>Amount</b>	
1. Western Division Representative SEC Championship Game	\$15,000	OR
2. SEC Champions	\$25,000	

## AND ONE OF THE FOLLOWING:

- |    |  |           |    |
|----|--|-----------|----|
| 3. | Non College Playoff (CFP) Bowl Participant | \$15,000  | OR |
| 4. | CFP Bowl Participant                       | \$25,000  | OR |
| 5. | CFP Semifinal Game Participant             | \$50,000  | OR |
| 6. | CFP National Championship Game Participant | \$75,000  | OR |
| 7. | CFP Champion                               | \$100,000 |    |

**C. Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation as follows:

1. In the event EMPLOYEE is named National Assistant Football Coach of the Year by the Broyles Foundation (the "Broyles Award") or by the American Football Coaches Association ("FBS" division), LSU will pay EMPLOYEE Coaching Recognition Incentive Compensation in the amount of \$25,000.
2. The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The Coaching Recognition Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is not cumulative; thus, EMPLOYEE will only receive Coaching Recognition Incentive Compensation totaling \$25,000 during a Contract Year even if EMPLOYEE receives more than one of the listed awards during that Contract Year.

**2. Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$500,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team.
- B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU's regular monthly payroll date.
- C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the



performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. 40 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program or in a Division I-A program within 500 miles of LSU; or
- B. 15 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position other than described above or for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

4. **Supplemental Provisions.**

- A. Section 13(A) of the Agreement is deleted in its entirety.
- B. As an additional fringe benefit under Section 9 of the Agreement, EMPLOYEE shall be eligible for membership in a social club, such as the University Club of Baton Rouge, provided that: (i) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (ii) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.

**[SIGNATURES ON FOLLOWING PAGE]**

Approved:

By: \_\_\_\_\_  
 Thomas C. Galligan Jr. Date  
 Interim President  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
 Steven Ensminger 4/21/2020  
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 Steven Ensminger Date

RECOMMENDED:

DocuSigned by:  
 Scott Woodward 4/20/2020  
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 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
 Dan Layzell 4/21/2020  
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 Daniel T. Layzell  
 Executive Vice President for Finance and Administration/CFO  
 Louisiana State University and  
 Agricultural and Mechanical College



**Request from LSU Athletics to Approve the Contract for LSU Football  
Defensive Coordinator Mark “Bo” Pelini**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section K of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

K.4 Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above

**1. Summary of the Matter**

The LSU Athletics Department is seeking approval of an employment contract for Bo Pelini. A term sheet was approved by the Board on March 6, 2020. In general, the terms are as follows:

	<b>Term</b>	<b>Base Salary</b>	<b>Supplemental Compensation</b>
<b>Contract</b>	Jan. 23, 2020 to March 31, 2023	\$500,000	\$1,800,000

There are also provisions for termination of contract by coach, liquidated damages are conditional based on reason for termination. If LSU terminates, the Athletic Department’s obligations are indicated.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

There is a cost to the LSU Athletics Department specified above.

**4. Review of Legal Documents**

General Counsel has reviewed the contract.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College (“Board”) approves the employment contract for Mark “Bo” Pelini, and authorizes the President to execute the agreement on behalf of the Board.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and MARK “BO” PELINI (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Defensive Coordinator for the Team.
  - E. “Start Date”: January 23, 2020.
  - F. “End Date”: March 31, 2023.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Defensive Coordinators at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Defensive Coordinators Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes; and
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such known violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such



conduct offending prevailing social mores and values and/or reflecting materially and unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including earned but unpaid Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such

notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term. Although the period will not be shortened and payments will not be accelerated absent agreement of the parties, EMPLOYEE may request that the University modify the timing of the payments and/or payout period to comply with Section 457(f) of the Internal Revenue Code. In the event of such a request, EMPLOYEE agrees to indemnify the University and hold it harmless from any interest, taxes or penalties assessed against it by any governmental agency as a result of payments made to EMPLOYEE on such request.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated

damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.

5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations,

respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE



by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.

- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
14. **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.
  15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
  16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
  17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
  18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
  19. **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.
  20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
  21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war,

hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.

22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.
23. **Notices.** Any notices or communications required under this Agreement must be given in writing and personally delivered, whether by mail or electronic mail, to the party to whom such notice or communication is directed, to the addresses as follows:

LSU/Athletic Director:

Louisiana State University  
Athletic Director  
Athletic Administration Building  
Baton Rouge, LA 70803

With copy to:

Louisiana State University  
Office of General Counsel  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808  
Email: [generalcounsel@lsu.edu](mailto:generalcounsel@lsu.edu)

LSU/President

Louisiana State University  
Office of the President  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808

With copy to:

Louisiana State University  
Office of General Counsel  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808  
Email: [generalcounsel@lsu.edu](mailto:generalcounsel@lsu.edu)

EMPLOYEE:

Bo Pelini  
1 North Stadium Drive  
Baton Rouge, LA 70803  
Email: [bopelini@lsu.edu](mailto:bopelini@lsu.edu)

With copy to:

Neil M. Cornrich  
NC Sports, LLC  
2000 Auburn Drive, Suite 315  
Beachwood, OH 44122  
Facsimile: (216) 514-8500  
Email: neil@ncsports.us

**[SIGNATURES ON FOLLOWING PAGE]**

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Mark "Bo" Pelini 4/21/2020  
\_\_\_\_\_  
Mark "Bo" Pelini Date

RECOMMENDED:

DocuSigned by:  
Scott Woodward 4/21/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Dan Layzell 4/21/2020  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR MARK “BO” PELINI**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

**1. Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. Incentive Compensation may be paid from affiliated foundation funds, subject to the approval of LSU and the affiliated foundation.

**A. Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$125,000 per contract year:

	<b>Post-Season Goal</b>	<b>Amount</b>	
1.	Western Division Representative SEC Championship Game	\$15,000	OR
2.	SEC Champions	\$25,000	
	AND ONE OF THE FOLLOWING:		
3.	Non College Playoff (CFP) Bowl Participant	\$15,000	OR
4.	CFP Bowl Participant	\$25,000	OR
5.	CFP Semifinal Game Participant	\$50,000	OR
6.	CFP National Championship Game Participant	\$75,000	OR
7.	CFP Champion	\$100,000	

**B. Coaching Recognition Incentive Compensation.** EMPLOYEE may earn Coaching Recognition Incentive Compensation as follows:

- In the event EMPLOYEE is named National Assistant Football Coach of the Year by the Broyles Foundation (the “Broyles Award”) or by the American Football Coaches Association (“FBS” division), LSU will pay EMPLOYEE Coaching Recognition Incentive Compensation in the amount of \$25,000.

2. The Coaching Recognition Incentive Compensation, if payable, shall be considered earned as of the first date any of the listed honors is named and shall be paid within 60 days of that date. The Coaching Recognition Incentive Compensation earned by EMPLOYEE during each intercollegiate football season is not cumulative; thus, EMPLOYEE will only receive Coaching Recognition Incentive Compensation totaling \$25,000 during a Contract Year even if he receives more than one of the listed awards during that Contract Year.

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$1,800,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.
- B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU's regular monthly payroll date.
- C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. 100 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any SEC coaching position other than head coach; or
- B. 50 percent of one year of Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any non-head coach position at an NCAA Division I institution; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

**4. Supplemental Provisions.**

- A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.
- B. EMPLOYEE shall be eligible for a one-time payment of \$5,000 for miscellaneous relocation expenses not covered by Section 4(A) above subject to LSU policy and Louisiana law.
- C. EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Director for a period of not more than 60 days while securing permanent accommodation.
- D. As an additional fringe benefit under Section 9 of the Agreement, EMPLOYEE shall be eligible for membership in a social club, such as the University Club of Baton Rouge, provided that: (i) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (ii) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.

**[SIGNATURES ON FOLLOWING PAGE]**



*Approved:*

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Mark "Bo" Pelini* 4/21/2020  
\_\_\_\_\_  
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Mark "Bo" Pelini Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 4/21/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Dan Layzell* 4/21/2020  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**Request from LSU Shreveport to Approve Contract for Women's Soccer Coach Justin Maullin**

**To: Members of the Board of Supervisors**

**Date: April 23, 2020**

Pursuant to Article VII, Section 1K of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant Board matter.

**K. Matters related to personnel**

Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.

**1. Summary of the Matter**

LSU Shreveport is requesting the approval of an employment contract with Justin Maullin to serve as the head coach of the women's soccer team. For FY2021, the salary will be \$45,000; for FY2022, the salary will be \$47,500; and for FY2023, the salary will be \$50,000. The coach will be eligible for supplemental pay associated with camps activities commonly expected of head coaches. Incentive compensation ranging from \$100 to \$5000 is possible based on the performance of the team in the regular and post-season play, as well as academic achievement of the team.

**2. Review of Business Plan**

N/A

**3. Fiscal Impact**

Outlined in the Summary section.

**4. Review of Legal Documents**

Review conducted by Office of General Counsel and Legal Affairs.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College ("Board") approves the employment contract for Justin Maullin, and authorizes the President to execute the agreement on behalf of the Board.

**LOUISIANA STATE UNIVERSITY IN SHREVEPORT**

**CONTRACT OF EMPLOYMENT  
for Justin Maullin**

**STATE OF LOUISIANA**

**PARISH OF CADDO**

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of April, 2020, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Justin Maullin, Head Women's Soccer Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

WHEREAS, the University requires the services of a Head Women's Soccer Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

The University does hereby employ Justin Maullin as Head Women's Soccer Coach at Louisiana State University in Shreveport, and Justin Maullin does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Soccer Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Women's Soccer Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One: \$2,500  
Year Two: \$3,000  
Year Three: \$3,500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2020 to June 30, 2023, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$45,000) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2022 (starting July 2021, ending June 2022) (\$47,500) Dollars payable in 12 equal installments:

Third Year of Contract

Fiscal Year 2023 (starting July 2022, ending June 2023) (\$50,000) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the Women's Soccer operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will

not be required to take leave while conducting camps run through the University budget.

- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

#### 5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
  - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
  - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
  - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
    - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
    - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
  - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
  - vi. 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.
  - vii. 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.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

## 6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
  - i. **Red River Athletic Conference Regular Season Championship**  
Five Hundred and No/100 dollars (\$500)
  - ii. **Red River Athletic Conference Tournament Championship**  
Five Hundred and No/100 dollars (\$500)
  - iii. **National Association of Intercollegiate Athletics National Tournament**  
One Hundred and No/100 dollars (\$100) per win, maximum of Seven Hundred and No/100 dollars (\$700)
  - iv. **National Association of Intercollegiate Athletics National Championship**  
Five Thousand and No/100 dollars (\$5000)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by either of the organizations listed below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid

within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference** – Five Hundred and No/100 dollars (\$500)
- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

## 7. **OUTSIDE INCOME**

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

## 8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**

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

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University 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. **TERMINATION**

**Termination Without Cause:** Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30<sup>th</sup>).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

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

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

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

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

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

#### 10. GRADUATE ASSISTANT COACH

COACH shall have the authority to select the graduate assistant coach with consent of the Director of Athletics and Chancellor.

#### 11. UNIVERSITY FUNDRAISING

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

#### 12. AMENDMENT EXTENSION

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



13. **SEVERABILITY**

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

14. **FORCE MAJEURE**

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

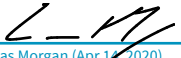
The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
Thomas C. Galligan, Jr., Interim President                      Date  
Louisiana State University and Agricultural and Mechanical College

By: \_\_\_\_\_  
Justin Maullin    Date

RECOMMENDED:

  
\_\_\_\_\_  
Lucas Morgan (Apr 14, 2020)    Apr 14, 2020  
Lucas Morgan, Director of Athletics                      Date  
Louisiana State University in Shreveport

*Lawrence Clark*  
\_\_\_\_\_  
Lawrence Clark (Apr 14, 2020)    Apr 14, 2020  
Lawrence Clark, Chancellor    Date  
Louisiana State University in Shreveport



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## Board of Supervisors

To: Members of the LSU Board of Supervisors

From: Jason Droddy

Re: Personnel Actions

Date: April 21, 2020

The Personnel Actions of the April 23, 2020 Board agenda include eight employment contracts for LSU Athletics' football assistant coaches. The employment contracts included in Section VII of the agenda are for Bill Busch, James Cregg, Kevin Faulk, Bill Johnson, Mickey Joseph, Scott Linehan, Greg McMahon, and Corey Raymond.

Under the provisions of LSU Board Bylaws, Article VII, Section K4, the contracts are being submitted for approval by the Board of Supervisors. The LSU Athletics Department is seeking approval for the contracts.



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# Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

BILL BUSCH

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and WILLIAM C. BUSCH (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$450,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: April 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.



- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such

conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such

notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the Term then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any



compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.


THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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 3/30/2020  
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William C. Busch Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR WILLIAM C. BUSCH**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU’s regular monthly payroll date.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:


A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program or in a Division I-A program within 500 miles of LSU; or

- B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position other than as described above or for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.


**[SIGNATURES ON FOLLOWING PAGE]**


Approved:

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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 3/30/2020  
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William C. Busch Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



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# Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

## JAMES CLEGG

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and JAMES CREGG (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: April 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law.

EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any

other employee of any supplemental pay, bonus, or other form of payment from any outside source.

- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

## 11. **Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.

- 1. For purposes of this Section, “cause” for termination shall be defined as:

- a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU’s reputation and overall primary mission and objectives, including but not limited to, acts of

dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or

accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;

- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about

which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best reasonable efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation material failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates an unreasonable risk of harm to a student athlete;
  - s. Material failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.



After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total remaining Base Salary Amount and Supplemental Compensation due through the unexpired Term following termination without cause, and any earned but unpaid Incentive Compensation otherwise due EMPLOYEE at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this

Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon prior written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which

EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any

compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

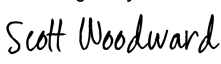
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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 4/3/2020  
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James Cregg Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR JAMES CREGG**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months:

2020: \$150,000

2021-2022: \$200,000

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during

each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU's regular monthly payroll date.

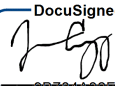
- C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

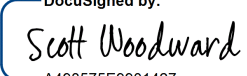
- A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program or in a Division I-A program within 500 miles of LSU; or
- B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position other than as described above or for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach or coordinator position or any position in the National Football League.

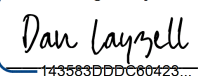
**[SIGNATURES ON FOLLOWING PAGE]**

Approved:

By: \_\_\_\_\_  
Thomas C. Galligan Jr.    Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College  
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James Cregg    Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and KEVIN FAULK (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$350,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: February 24, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such



conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such

notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any

compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.



**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

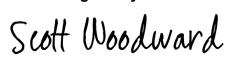
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_

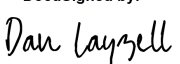
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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Kevin Faulk Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR KEVIN FAULK**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU’s regular monthly payroll date.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

A. 100 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any SEC coaching position other than head coach; or

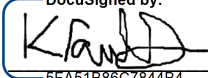
- B. 50 percent of one year of Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any non-head coach position at an NCAA Division I institution; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

**[SIGNATURES ON FOLLOWING PAGE]**

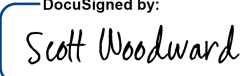
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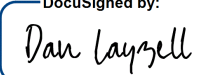
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Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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4/14/2020  
\_\_\_\_\_ Date  
Kevin Faulk

RECOMMENDED:

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Scott Woodward  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



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# Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

KEVIN FAULK

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



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# Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

BILL JOHNSON

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and WILLIAM JOHNSON (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: February 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such

conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such



notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the Term then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any

compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_  
 Thomas C. Galligan Jr. Date  
 Interim President  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
Bill Johnson 4/7/2020  
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 William Johnson Date

RECOMMENDED:

DocuSigned by:  
Scott Woodward 4/7/2020  
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 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
Dan Layzell 4/7/2020  
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 Daniel T. Layzell  
 Executive Vice President for Finance and Administration/CFO  
 Louisiana State University and  
 Agricultural and Mechanical College



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR WILLIAM JOHNSON**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation as follows:

1. Upon execution of this Agreement, EMPLOYEE shall earn and receive Supplemental Compensation of \$71,500.

2. Beginning on January 1, 2021, EMPLOYEE will earn and receive Supplemental Compensation of \$50,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months.

This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU's regular monthly payroll date.
  - C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.
3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
- A. 100 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program; or
  - B. 50 percent of one year of Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any non-head coach position at an NCAA Division I institution; however
  - C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

**[SIGNATURES ON FOLLOWING PAGE]**

*Approved:*

By: \_\_\_\_\_  
 Thomas C. Galligan Jr. Date  
 Interim President  
 Louisiana State University and  
 Agricultural and Mechanical College  
 \_\_\_\_\_  
 DocuSigned by:  
 Bill Johnson 4/7/2020  
 \_\_\_\_\_  
 William Johnson Date

RECOMMENDED:

DocuSigned by:  
 Scott Woodward 4/7/2020  
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 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
 Dan Layzell 4/7/2020  
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 Daniel T. Layzell  
 Executive Vice President for Finance and Administration/CFO  
 Louisiana State University and  
 Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and ROBERT L. “MICKEY” JOSEPH, JR. (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$400,000.
  - D. “Position”: Assistant Head Football Coach for the Team.
  - E. “Start Date”: April 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such



conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such

notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the Term then remaining in the Agreement.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any

compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.



**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

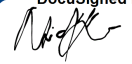
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE


By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
 4/14/2020  
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Robert L. "Mickey" Joseph Jr. Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR ROBERT L. “MICKEY” JOSEPH, JR.**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU’s regular monthly payroll date.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

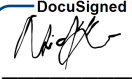
A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program or in a Division I-A program within 500 miles of LSU; or

- B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position other than as described above or for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.


**[SIGNATURES ON FOLLOWING PAGE]**


*Approved:*

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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 4/14/2020  
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Robert L. "Mickey" Joseph Jr. Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



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**Board of Supervisors**

PERSONNEL ACTIONS | FOOTBALL CONTRACT

MICKEY JOSEPH

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



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## Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

SCOTT LINEHAN

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and SCOTT LINEHAN (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$500,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: February 10, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU’s written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU’s mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes; and
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such

conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such



notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any

compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

### 13. Leave and Overtime.

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Scott Linehan* 4/15/2020  
\_\_\_\_\_  
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Scott Linehan Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 4/15/2020  
\_\_\_\_\_

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Dan Layzell* 4/17/2020  
\_\_\_\_\_

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR SCOTT LINEHAN**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$300,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU’s regular monthly payroll date.

C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

A. 100 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any non-head coach position at an SEC institution; or

B. 50 percent of one year of Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any non-head coach position at an NCAA Division I institution; however

C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

4. **Supplemental Provisions.**

A. EMPLOYEE shall be eligible for payment of household moving expenses subject to LSU policy and Louisiana law.

B. EMPLOYEE shall be eligible for a one-time payment of \$5,000 for miscellaneous relocation expenses not covered by Section 4(A) above subject to LSU policy and Louisiana law.

C. EMPLOYEE shall be eligible for temporary housing at a site chosen by the Athletic Director for a period of not more than 60 days while securing permanent accommodation.

[SIGNATURES ON FOLLOWING PAGE]

Approved:

By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Scott Linehan 4/15/2020  
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Scott Linehan Date

RECOMMENDED:

DocuSigned by:  
Scott Woodward 4/15/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Dan Layzell 4/17/2020  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



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# Board of Supervisors

PERSONNEL ACTIONS | FOOTBALL CONTRACT

GREG McMAHON

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and GREGORY L. MCMAHON (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$425,000.
  - D. “Position”: Assistant Football Coach for the Team.
  - E. “Start Date”: April 1, 2020.
  - F. “End Date”: March 31, 2022.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities at the same competitive level as LSU;
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”) and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU’s Title IX Coordinator and other appropriate designee as required by PM-73;
- F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;
- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A.
8. **Incentive Compensation.** In the event the Team participates in postseason game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement, and if payable, shall be paid within 60 days following the final postseason game in which Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be available as follows and may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.



- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
    - c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University’s judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE’s personal conduct to conventional standards of good citizenship with such

conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;

- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;

- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;
- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision

of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

- q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such

notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages

provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE

accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.

2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.
3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any



compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
  2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.

14. **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.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.
20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Gregory L. McMahon* 4/8/2020  
\_\_\_\_\_  
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Gregory L. McMahon Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 4/7/2020  
\_\_\_\_\_

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
*Dan Layzell* 4/8/2020  
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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR GREGORY L. MCMAHON**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be \$75,000 per contract year:

A. Western Division Representative SEC Championship Game \$10,000 OR

B. SEC Champion \$15,000

AND ONE OF THE FOLLOWING:

C. Non College Football Playoff (CFP) Bowl Participant \$10,000 OR

D. CFP Bowl Participant \$25,000 OR

E. CFP Semifinal Game Participant \$35,000 OR

F. CFP National Championship Game Participant \$45,000 OR

G. CFP National Champion \$60,000

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

A. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$7,000 during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU’s regular monthly payroll date.

3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position in any SEC program or in a Division I-A program within 500 miles of LSU; or

- B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach position other than as described above or for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach position or any position in the National Football League.

**[SIGNATURES ON FOLLOWING PAGE]**


Approved:


By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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\_\_\_\_\_  
Gregory L. McMahon Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



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**Board of Supervisors**

PERSONNEL ACTIONS | FOOTBALL CONTRACT

COREY RAYMOND

BOARD OF SUPERVISORS MEETING | APRIL 23, 2020



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of this 1st day of April, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and COREY J. RAYMOND (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of Five Hundred Thousand Dollars (\$500,000).
  - D. “Position”: Assistant Football Coach and Defensive Backs Coach for the Team.
  - E. “Start Date”: January 1, 2020.
  - F. “End Date”: March 31, 2023.
  - G. “Program”: The intercollegiate football program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this AGREEMENT shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;
  - B. Promoting the success of the Team and its student athletes both athletically and academically;
  - C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference or Agreement (hereinafter collectively referred to as "Governing Athletics Regulations");
  - D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletic Director and the Senior Associate Athletic Director for Compliance;
  - E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
  - F. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
  - G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
  - H. Reasonably understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistent with LSU's mission;
  - I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletic Director;

- J. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
  - K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments, on LSU's regular monthly payroll date and prorated appropriately for partial years and months. The Base Salary Amount shall be reviewed at the end of each season of the Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to supplemental compensation as provided on Schedule A, Section 2.
8. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures ("Post-Season Incentive Compensation"). Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth in Schedule A, Section 1, which is attached to and made a part of this Agreement, and if payable, shall be paid within sixty (60) days following the final post-season game in which the Team participates. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation. Post-Season

Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.

**9. Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:

- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
- B. Mobile communications device and service for business purposes.
- C. An automobile entitlement of: (1) an annual automobile allowance in an amount not to exceed Eight Hundred Dollars (\$800) per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- D. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that the Team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and Team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which such approval shall not be unreasonably withheld or delayed. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and

any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.

- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director, which such approval shall not be unreasonably withheld or delayed.

## 11. **Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for “cause” by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. With respect to any “termination for cause,” LSU acknowledges that it is not the intent of LSU for EMPLOYEE to be terminated “for cause” for minor, technical, or otherwise immaterial defaults.
  - 1. For purposes of this Section, “cause” for termination shall be defined as:
    - a. Commission of a Level I or II violation under NCAA bylaws or commission of a material and substantial violation (or repeated Level III and/or IV violations) of other Governing Athletics Regulations, or failing to promptly report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are believed or found to be within the scope and/or meet the definition of Governing Athletics Regulations;
    - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to follow reasonable policies and procedures established in writing by the Athletic Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from

occurring and to detect promptly any such violations which may occur;

- c. Commission of, or participation in by EMPLOYEE of any act, situation, or occurrence, which, in University's judgment, brings EMPLOYEE into public disrepute, contempt, scandal, or ridicule or failure by EMPLOYEE to conform EMPLOYEE's personal conduct to conventional standards of good citizenship with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- d. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- e. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;
- f. Unreasonable refusal or repeated failure to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties specified in this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability;
- g. Prolonged absence from LSU without consent, which such consent shall not be unreasonably withheld or delayed;
- h. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including, but not limited to, fraud or dishonesty in any written or verbal statements, including résumés, provided by EMPLOYEE to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;

- i. Failure to respond reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- j. Participation in any gambling, bookmaking, wagering, or betting involving any athletic contest whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to participate in such activity;
- k. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom EMPLOYEE knows (or has constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- l. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- m. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by EMPLOYEE is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider and used in accordance therewith.
- n. Knowingly encouraging or allowing the sale, purchase, use, or possession by any student athlete or other individual under EMPLOYEE's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules;

- o. Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - p. Subject to any right of administrative appeal permitted or granted to EMPLOYEE by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew or should have known and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);
  - q. Failing to report promptly to the Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - r. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - s. Failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73; or
  - t. Knowingly committing material or repeated significant violations of this Agreement, provided said initial violations are not cured with 10 days of EMPLOYEE's written notice of same, provided such default is of a nature that is capable of being cured (as determined in LSU's reasonable discretion).
2. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation, earned but unpaid Post-Season Incentive Compensation and all other compensation and benefits provided for in this



Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section 11(A) have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five (5) calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

After review, any such response the Athletic Director or the Athletic Director's designee will provide EMPLOYEE written notice of a decision. Within five (5) calendar days of receipt of the decision, EMPLOYEE may make a written request for a hearing to the President. If no such request is made, the decision of the Athletic Director is final. If a request for hearing is made, the President or the President's designee(s) will conduct the hearing. The hearing and related proceedings will not be open to the public. EMPLOYEE has the right to an advisor, including legal counsel, at the hearing but the advisor or counsel may not participate in the hearing, question witnesses or address the President or President's designee(s).

4. Within five (5) calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

**B. Termination by LSU without Cause.**

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages, other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by EMPLOYEE in the event of a termination of this Agreement by LSU without cause are difficult to

presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages provided for herein is not a penalty.

**C. Termination by EMPLOYEE Without Cause.**

1. EMPLOYEE shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation, earned but unpaid Post-Season Incentive Compensation, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of, or for the benefit of, another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A, Section 3. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
4. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur

administrative, recruiting, and resettlement costs in obtaining a replacement coach for the Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are difficult to determine with any certainty. In addition, the parties expressly agree that the liquidated damages provided for herein is not a penalty.

5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate, directly or indirectly, prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least twenty-four (24) hours prior written notice to the Athletic Director.

**D. Suspension or Other Disciplinary Action.**

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the sole reasonable discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five (5) calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis in accordance with the terms of this Agreement for termination for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an

affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process, except as provided under respective and appropriate SEC or NCAA policies and procedures. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement, with or without accommodation, by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than sixty (60) consecutive days, unless otherwise mutually agreed to by the parties in writing, this Agreement shall terminate as a termination for cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, subject to and unless as otherwise required by law.

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

**12. Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, Team information, films, statistics, or any other material or data furnished to EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with the employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of EMPLOYEE.

**13. Leave and Overtime.**

A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of forty (40) hours per week during the Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of twelve (12) months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with

annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of forty (40) hours in any workweek.
- C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, which such authorization shall not be unreasonably withheld.
14. **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.
15. **Entire Agreement.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with the full opportunity to seek the advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement may not be done indirectly by EMPLOYEE or by another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by EMPLOYEE, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **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.

20. **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 LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.




THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE


By: \_\_\_\_\_

Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

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 18-04-2020  
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Corey J. Raymond Date

RECOMMENDED:

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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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Daniel T. Layzell  
Executive Vice President for Finance and Administration/CFO  
Louisiana State University and  
Agricultural and Mechanical College



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR COREY J. RAYMOND**

This Schedule A supplements and further defines the provisions of the Employment Agreement dated April 1, 2020, entered into between LSU and EMPLOYEE to which it is attached (“Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. **Post-Season Incentive Compensation Schedule.** Subject to the terms and conditions set forth in the Agreement, EMPLOYEE shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Incentive Compensation under this Section shall be Seventy-Five Thousand Dollars (\$75,000) per contract year:

A.	Western Division Representative SEC Championship Game	\$10,000	OR
B.	SEC Champion	\$15,000	
AND ONE OF THE FOLLOWING:			
C.	Non-College Football Playoff (CFP) Bowl Participant	\$10,000	OR
D.	CFP Bowl Participant	\$25,000	OR
E.	CFP Semifinal Game Participant	\$35,000	OR
F.	CFP National Championship Game Participant	\$45,000	OR
G.	CFP National Champion	\$60,000	

2. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation during each calendar year of this Agreement in the following annualized amounts payable in twelve (12) equal monthly installments on LSU’s regular monthly payroll date and pro-rated appropriately for partial years and months:

2020:	\$75,000
2021:	\$100,000
2022-2023:	\$125,000

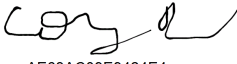
This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

- B. **Sport Camp/Clinic Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of Seven Thousand Dollars (\$7,000) during each calendar year for participation in LSU sports camps/clinics, payable in one lump sum by the end of August on LSU's regular monthly payroll date.
  - C. To the extent permitted by law, EMPLOYEE may request that LSU contract with a separate legal entity, whether under the control of EMPLOYEE or not, for the performance of any services by EMPLOYEE required or authorized under this Section. The form of such contract shall be subject to the approval of LSU.
3. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
- A. Fifty (50) percent (%) of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach or non-defensive coordinator position in any SEC program or in a Division I-A program within five hundred (500) miles of LSU; or
  - B. Twenty (20) percent (%) of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a non-head coach or non-defensive coordinator position other than as described above or for any other reason; however
  - C. No liquidated damages will be owed if EMPLOYEE terminates employment to accept any collegiate head coach or defensive coordinator position or any coaching position in the National Football League.
4. **Supplemental Provisions.**
- A. Section 13(A) of the Agreement is deleted in its entirety.
  - B. As an additional fringe benefit under Section 9 of the Agreement, EMPLOYEE shall be eligible for membership in a social club, such as the University Club of Baton Rouge, provided that: (i) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (ii) EMPLOYEE shall be responsible for payment of all personal charges and charges unrelated to LSU business.

**[SIGNATURES ON FOLLOWING PAGE]**

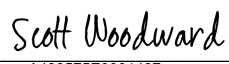
*Approved:*

By: \_\_\_\_\_  
 Thomas C. Galligan Jr. Date  
 Interim President  
 Louisiana State University and  
 Agricultural and Mechanical College

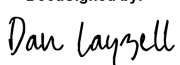
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Corey J. Raymond Date

RECOMMENDED:

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Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

DocuSigned by:  
  
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Daniel T. Layzell  
 Executive Vice President for Finance and Administration/CFO  
 Louisiana State University and  
 Agricultural and Mechanical College

