
LSU BOARD OF SUPERVISORS MEETING
University Center, Louisiana State University in Shreveport
One University Place, Shreveport, LA 71115
Friday, April 8, 2022 | 11:00 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Research and Agricultural Extension Committee
 1. Presentation on Cybersecurity Research & Education at LSU-Shreveport
 - B. Healthcare & Medical Education Committee
 1. Discussion on Cancer Initiative
 - C. Academic Committee
 1. Request from LSU Shreveport to Establish a Bachelor of Fine Arts in Media Studies
 2. Request from LSU Shreveport to Establish a Bachelor of Science in Nonprofit Administration
 3. Request from LSU Shreveport to Establish an Undergraduate Certificate in Nonprofit Administration
 4. Request from LSU Health Sciences Center – Shreveport for Continued Designation of the Center of Academic Excellence in Patient Centered Rehabilitation
 5. Recommendation to Approve Conferral of Degrees for CY2022 Commencement Exercises
 6. Consent Agenda
 - a. Request from LSU A&M to Award a Posthumous Degree to Mr. Robert Justin Fields
 - b. Request from LSU A&M to Terminate the Graduate Certificate in Teaching in the Health Professions
 - c. Request from LSU A&M to Terminate the Graduate Certificate in Fisheries Science and Assessment
 - d. Request from LSU Health Sciences – New Orleans to Change the Name of the Department of Rehabilitation and Counseling to the Department of Counseling
 - e. Request from LSU Shreveport to Name the LSU Shreveport Boat House for Dr. Lacy & Edie Williams
 - f. Request from LSU A&M to Name the Our Lady of the Lake Interdisciplinary Science Building
 - D. Athletics Committee
 1. Request from LSU A&M to Approve Employment Agreement for the Head Football Coach

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

2. Request from LSU A&M to Approve New Employment Contracts for Ten Assistant Football Coaches
 3. Request from LSU A&M to Approve Amendment to Employment Agreement for Assistant Football Coach
 4. Request from LSU A&M to Approve Employment Agreement for the Head Volleyball Coach
 5. Request from LSU A&M to Approve Term Sheet for the Head Men's Basketball Coach
- V. Reconvene Board Meeting
 - VI. Recommendation to Amend Bylaws Relative to Nominating Committee, Board Officers, and Agenda
 - VII. Approval of Minutes from the March 3-4, 2022 Board Meeting
 - VIII. Reports to the Board
 - A. Affiliated Entities Reimbursement Report
 - IX. Reports from Faculty Advisors and Staff Advisors
 - X. President's Report
 - XI. Chancellors' Reports
 - XII. Approval of Committee Recommendations
 - XIII. Chair's Report
 - XIV. Adjournment

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



Board of Supervisors

ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 8, 2022



Board of Supervisors

Request from LSU Shreveport to Establish a Bachelor of Fine Arts in Media Studies

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A 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

LSU Shreveport requests the establishment of an on-site Bachelor of Fine Arts in Media Studies. The proposed program will provide students with an interdisciplinary degree that is responsive to local, state, regional, and national workforce needs in the fields of Film and Video, Digital Media, and Marketing. Outcomes for the program ensure that students will be able to: plan, create, and edit an original piece of film or video; provide critical analysis of both traditional media (film, photography) as well as cutting-edge digital media (digital video, animation, design); persuade and interpret while conveying information from credible sources; creatively solve problems and apply design thinking while planning future projects; understand the influence of institutional and cultural values on the production and viewing of media; and explain processes, plans, and concepts related to media projects.

According to the 2021 Economic and Fiscal Impact Report, created for Louisiana Entertainment (a Division of Louisiana Economic Development), the motion picture and film industry supported 9,636 jobs in Louisiana in 2020, and 10,064 jobs in 2019. This is a 78% growth since the year 2017, when 5,657 jobs were attributed to the Film industry in the state of Louisiana. The industry was certified as spending \$538,472,660 in 2019, and \$429,591,440 in 2020, generating over \$53,000,000 and \$46,000,000 in tax revenue respectively. Furthermore, Troubled Muse, a film post-production studio, is currently launching in Shreveport, supported by Louisiana's Entertainment Job Creation Program. Troubled Muse will create original digital content for television and feature films. Louisiana Economic Development (LED) states that the company will create 53 new permanent jobs with an average annual salary of \$74,000, plus benefits. LED also estimates the project will result in 40 new indirect jobs, for a total of 93 new jobs for Caddo Parish and the Northwest Region.

The Louisiana Film Prize Event, celebrating its 11th "season" in 2022 is also an example of demand for such a program. The Film Prize invites filmmakers from across the world to shoot a short film in Louisiana for the chance to win \$25,000 or (for films shot primarily in Caddo Parish) \$50,000, one of the largest cash prizes for a short film in the world. The filmmakers are also eligible for one of three \$1,000 grants if they commit to making their film in Caddo Parish. In 2012, the Film Prize Festival's inaugural year, the festival in Shreveport was attended by approximately 1,700 people; it has continued to grow and support the local economy since then. Over the past 10 years, the Film Prize has brought in over \$20 million in economic impact for Northwest Louisiana.

Furthermore, employment of film producers and directors is projected to grow 24 percent nationally from 2020 to 2030, and employment of film and video editors is projected to grow 29 percent from 2020 to 2030 – both careers growing much faster than the average for all occupations.

Several institutions within Louisiana offer a variety of media/film studies programs, including: ULL's BFA in New Media and Digital Arts, LSU A&M's BFA in Film and TV and BA in Screen Arts, Tulane's BA in Film Studies, Loyola's BFA in Digital Filmmaking, Centenary's BA in Communications with a Film/TV/Video concentration, UNO's BA in Film and Theatre with a concentration in Film Arts, and Nicholls' BA in English with a concentration in Film Studies. The difference between these programs and LSUS' proposed program is that it is more broad and interdisciplinary, pulling from Music, Theater, Communication, Digital Art, Design, 3d Modeling, Journalism, and Public Relations, English and Foreign Language, History, Marketing, and Education; it also focuses heavily on film classes.

Students are expected to come from local, two-year universities as transfer students and existing students. Students from Caddo Career and Technology Center and Bossier Parish Community College will be recruited. The BFA in Digital Arts at LSUS currently has 75 students enrolled for the Spring 2022 semester. Twenty-two students in the program are direct transfer students from local community colleges. The department believes that it can expect similar numbers for the proposed program. Therefore, projected enrollment is 20 students in year 1 to 60 students in year 5.

3. Review of Business Plan

The program will be housed in the Department of Arts and Media within the College of Arts and Sciences at LSUS. The new program will not affect the present administrative structure of the institution. All faculty, new and current will report to chair of the department.

4. Fiscal Impact

The initial years of the proposed program will be taught by existing faculty across the various disciplines. Many of the core courses in the program are taught on a regular basis through both the Department of Arts and Media as well as the English and Foreign Languages Department. By year three, if enrollment predictions remain accurate, a search will be required to find a new faculty member with a specialty in Film Studies. The estimated cost for a new faculty member with a Master's in film studies would be \$45,000. The new degree program would also need approximately one adjunct each semester by the third year. Additional adjunct may be needed as the program grows. Each adjunct would cost \$2,500 per class.

Tuition and fees for projected enrollment ranges from \$75,200 to \$225,600 in years 1 to 4; therefore, revenue is more than sufficient for the annual costs associated with the program.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish the Bachelor of Fine Arts in Media Studies.



Board of Supervisors

Request from LSU Shreveport to Establish a Bachelor of Science in Nonprofit Administration

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A 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

LSU Shreveport requests the establishment of an on-site Bachelor of Science in Nonprofit Administration. The proposed program will teach students to develop nonprofit sector proficiencies in the US, problem-solve nonprofit management situations using strategic planning, board governance, resource development, financial management, cultural competency, program development, and volunteer management. Graduates will be prepared for employment in the nonprofit sector including but not limited to: volunteer coordinator, program administrator, fundraising executive, grant writer, and executive director/CEO. Students will also have the content knowledge to pursue the Certified Nonprofit Professional Credential, which is the only nationally recognized credential in nonprofit management that requires specific course completion, a baccalaureate from an accredited institution, a minimum of 300 internship hours or comparable professional experience, participation in a conference, and other leadership and service activities.

Within the Shreveport-Bossier area, approximately 2,000 nonprofits employ around 20,000 workers. In 2018, LSUS held a focus group with ten top administrators and nonprofit executive directors from the region, including Red Cross, Boy Scouts, Providence House, 4-H, YWCA, Holy Angels, North Louisiana Economic Development, Volunteers of America, and Volunteers for Youth Justice. Delegates at the meeting voiced strong approval of a baccalaureate in nonprofit administration and gave positive feedback, thus this proposed program is the result of industry needs. LSUS has received several letters of support from other local nonprofits as well. Furthermore, the curriculum for the proposed program was developed using the Nonprofit Academic Centers Council's Curricular Guidelines, integrated with feedback from industry leaders.

No university in Louisiana offers a similar undergraduate program. The closest approximation of the degree is a nonprofit concentration at the University of Louisiana at Monroe. Beyond the state line, the University of North Texas offers a baccalaureate in the proposed area. LSUS is uniquely poised to fill the need as the INAR is already active in community education with several non-credit certificates, and INAR staff and faculty are active practitioners in nonprofit and have the necessary teaching expertise for the proposed program.

Students are expected to come from two pathways – from local, two-year universities as transfer students and existing students who desire a work-ready undergraduate degree. Students from Southern University in Bossier City and Bossier Parish Community College will be recruited if

they graduate with an associate degree in General Studies and Business. In 2020, 239 students received an associate degree in one of these disciplines. Therefore, with community and regional industry demands, the current popularity of the program with existing students, and the potential pipeline with transfer students, projected enrollment ranges from 25 in the first year to 40 in the fourth year.

3. Review of Business Plan

The Bachelor of Science in Nonprofit Administration will be housed in the Institute for Nonprofit Administration and Research (INAR) in the College of Arts and Sciences, which is a Board of Regents-designated Institute, dedicated to expanding the mission of conducting researching and disseminating knowledge about nonprofit organizations. It also offers nonprofit educational programs, professional development seminars, and quality research and statistical analysis. Currently, INAR offers several academic and noncredit programs including the Master of Science in Nonprofit Administration. The proposed BS in Nonprofit Administration is a natural extension of the work of INAR. Students in this program will also have the additional resource from INAR to help them find internships and volunteer opportunities, to join the nonprofit student organization (NASO), and the nonprofit honor society – Nu Lambda Mu.

4. Fiscal Impact

The proposed program will be taught by seven faculty who also teach in the MS in Nonprofit Administration program; however, LSUS will be hiring a full-time faculty member and additional adjuncts to teach the courses for the proposed program in the first year. Estimated costs total \$72,000 annually. The new faculty member will teach a 3-3 load and perform administrative activities for the undergraduate degree.

By Fall 2024, LSUS will receive accreditation through the Nonprofit Academic Centers Council. There is a one-time fee for accreditation of \$2,500 and annual dues are \$2,000 to be paid by self-generated revenue from INAR. INAR brings in annually approximately \$340,000 in contracts, which support the nonprofit community. This funding supports faculty, staff, graduate assistants, and student workers. Approximately 15-20% of the contract revenue will be reallocated to support this new program.

Tuition and fees for projected enrollment ranges from \$220,000 to \$1,252,000 in years 1 to 4, totaling \$2.8 million in revenue over the next four years; therefore, revenue is more than sufficient for the annual costs associated with the program.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish the Bachelor of Science in Nonprofit Administration.



Board of Supervisors

Request from LSU Shreveport to Establish an Undergraduate Certificate in Nonprofit Administration

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1, Paragraph A 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

LSU Shreveport requests the establishment of a 100% online Undergraduate Certificate in Nonprofit Administration. The proposed program will help build the capacity of current nonprofit administrators and nonprofit organizations. Graduates will be able to examine the nonprofit, philanthropic sector, and civil society's influence on social institution; analyze effective nonprofit administration practices such as nonprofit boards and leadership, nonprofit finance, fund development and grants, and nonprofit law; and enhance the administration capabilities of nonprofit organizations. This 18-hour certificate program can be complete in one year and is comprised of courses at the 400 level. Five of the six courses can also be transferred into the proposed BS in Nonprofit Administration.

Due to LSUS' Institute for Nonprofit Administration and Research's (INAR) national reputation, the Nonprofit Development Center, a Capacity Building Organization for Walla Walla Washington nonprofits, has approached the institute requesting an online certificate at both the undergraduate and graduate level for nonprofits they serve. While this request has been a catalyst to drive program development, the proposed certificate will meet the needs of nonprofits nationwide, including statewide. Local nonprofits in the Shreveport/Bossier area, such as Goodwill, have indicated a desire for such curriculum. The increasing demand for nonprofit administration degrees and certificate programs in the last twenty years is further evidenced by the tremendous growth in LSUS' MS in Nonprofit Administration program over the last five years. Nonprofit administrators indicate they need and appreciate nonprofit specific education and training. Employees and volunteers who want to advance their skills and knowledge to improve their nonprofit organizations but who do not have the time commitment or flexibility for a full degree will benefit the most from this certificate. Moreover, nonprofit leaders, who want to send a group of employees through the certificate program, will benefit as well.

As there are no similar for-credit nonprofit certificate programs in the State of Louisiana, this certificate will fill the gap for nonprofit-specific job training and education. In the wider Ark-La-Tex region, three programs of a different variety exist: a nonprofit leadership certificate at the University of Houston, a certificate in volunteer and community management at the University of North Texas, and a certificate in nonprofit leadership at the University of Arkansas - Little Rock.

Enrollment projections are based on the urgent need for training in the nonprofit sector across the United States, as well as at the state and regional levels. INAR has responded to this need by launching noncredit certificate programs as requested by the Louisiana Alliance for Nonprofits.

LSUS has a guaranteed entry class of 6 through the Nonprofit Development Center (Washington), and the fact that other nonprofit employees, such as Goodwill, have inquired with INAR for such a certification indicates the potential for steady growth over the first five years. Therefore, projected enrollment ranges from 6 in year 1 to 15 in year 4.

3. Review of Business Plan

The Undergraduate Certificate in Nonprofit Administration will be housed in the Institute for Nonprofit Administration and Research (INAR) in the College of Arts and Sciences, which is a Board of Regents-designated Institute, dedicated to expanding the mission of conducting researching and disseminating knowledge about nonprofit organizations. It also offers nonprofit educational programs, professional development seminars, and quality research and statistical analysis. Currently, INAR offers several academic and noncredit programs including the Master of Science in Nonprofit Administration. Students in this program will also have the additional resource from INAR to help them find internships and volunteer opportunities, to join the nonprofit student organization (NASO), and the nonprofit honor society - Nu Lambda Mu.

4. Fiscal Impact

Revenue is associated with tuition projections, while costs are based on adjunct faculty compensation. It is estimated the certificate will generate \$313,730 cumulatively in the next five years. Costs for this program are minimal (\$13,000) since courses will be primarily taught by adjunct faculty members who already teach for INAR.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish the Undergraduate Certificate in Nonprofit Administration.



Board of Supervisors

Request from the LSU Health Sciences Center - Shreveport for Continued Designation of the Center for Academic Excellence in Patient Centered Rehabilitation

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

LSU Health Sciences Center – Shreveport (LSUHSC-S) requests continued designation of the Center for Academic Excellence in Patient Centered Rehabilitation (PaCeR) for the full, five years. The Board of Regents approved initial authorization for a period of one year on April 28, 2021.

PaCeR aims to provide and promote advanced practice rehabilitation clinical services and blended learning experiences across three academic professional programs, one academic research program, three clinical service areas, and three post-professional physical therapy residency programs. These include: Doctor of Physical Therapy; Master of Occupational Therapy (transitioning to Doctorate program); Master of Communication Disorders; PhD in Rehabilitation Sciences; Faculty Practice Clinic; Mollie E. Webb Speech and Hearing Center; SAHP Children’s Center; and Physical Therapy Residencies: Orthopaedic, Neurologic, Wound Management.

The center’s objectives are to educate and mentor aspiring rehabilitation professionals, engage multi-disciplinary collaborative teams to model and expand patient-centered healthcare delivery, conduct and disseminate translational research, and increase diversity in the rehabilitation professions. The Center thus allows alignment of multiple disciplines to engage in translational research such as quality of life in survivorship, aging well, movement related impairments, speech, language, and hearing impairments, neurocognitive, or attention disorders. The benefit of this alignment enhances LSUHSC-S’ ability to prioritize available resources from philanthropic, grant, and clinical revenue sources toward strategic investments in teaching, research, and scholarships to best serve the needs of our students, patients, faculty, community, and the state of Louisiana.

A few of the many successes of PACER since implementation include: the creation of the pipeline program (AHEAD Program) for under-represented minority students to provide experiential learning in the rehabilitative professions, the approval and implementation of tuition waivers for under-represented minority students, a School of Allied Health Professions-sponsored grant training workshop for all faculty, collaborative research with faculty in both the School of Medicine and School of Graduate Studies, an agreement with Ochsner LSU Health System to fund clinical, post-professional residents, and the implementation of Applied Behavioral Analysis (ABA) intervention for children with autism, which is sponsored by a generous philanthropic gift.

Over the next five years, PaCeR's strategic plan is to: double the number of residents in their programs in the next 1-2 years; add one or two specialty areas to the residency offerings within the next 3 years; in collaboration with the School of Medicine, add inter-professional educational opportunities across entry-level academic programs highlighting patient-centered, team-based care related to conditions requiring rehabilitation. They also plan to: provide clinical learning and mentoring opportunities for patient-centered, multi-disciplinary teams through residencies and internships across the campus; provide community awareness activities related to wellness and prevention (health fairs for underserved/under-resourced populations in partnership with MLK and David Raines Community Centers, fall prevention, aging well, driving simulation, back pain and opioid exposure, exercise for cancer survivors); expand clinical services through consultative and co-located rehabilitation professionals across the OLHS-NL system. Regarding translational research, PaCeR will: provide robust patient volume with a variety of rehabilitation needs for opportunities for collaborative translational research; increase collaborative research projects with additional departments/disciplines as the PhD students in Rehabilitation Sciences progress through laboratory and dissertation work; increase faculty grant proposals through intra- and extra-mural grants; and increase faculty scholarly products (presentations/publications) by 30% over 3 years.

3. Review of Business Plan

PaCeR activities are supported by the involvement of 27 LSU Health Shreveport faculty members. The Advisory Board was established in October 2021 with its inaugural meeting held in November. Monthly meetings are held with Internal Advisory Board members and an annual meeting is held in January with both the Internal and External Board members. The board members participate in the review of current Center activities, strategic planning of the Center, and spearheading future projects and programs under development. The PaCeR Internal Advisory Board includes an engaged, diverse group of faculty members from both academic and clinical faculty that represent a variety of viewpoints with strong ties to patient care, research and education. The External Advisory Board includes a diverse collection of community leaders with a personal interest in rehabilitation, legislation, and community health initiatives

4. Fiscal Impact

PaCeR has continued to secure funding from multiple sources at the federal, state, and local levels totaling \$1.8M with philanthropic support totaling \$700K. It also generates clinical revenue of approximately \$1.5M and contract revenue of \$218K. All costs associated with operating the PaCeR will be covered by current and future revenues.

In summary, the five-year funding model for PaCeR includes the following three objectives: Re-invest clinical revenue derived through clinical enterprise back into the School of Allied Health Professions' (SAHP) academic and clinical programs for continued development and expansion. The ability to manage the clinical revenue derived through these programs will ensure that the creation of PaCeR will be self-sustaining over many years; continue efforts and partnership with the LSUHS Foundation to procure Individual/Family Philanthropic gifts and Private Foundation Grants. Individual/Family Philanthropic gifts are the cornerstone of the funding model. Several individuals and families have been identified as transformational gift prospects to support the Center of Excellence. Private Foundation grants will also play a key role in funding as 18% of all

philanthropic funding in America comes from private foundations; pursue federal and NIH grants as PaCeR's capacity for carrying out quality clinical and collaborative, translational research is built through the PhD in Rehabilitation Sciences Program, and the clinical integration continues to provide ample volume and variety of rehabilitation-specific patients as research participants.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Health Sciences Center - Shreveport for continued designation of the Center for Academic Excellence in Patient Centered Rehabilitation.



Board of Supervisors

Recommendation to Approve Conferral of Degrees for CY2022 Commencement Exercises

Date: April 8, 2022

1. Bylaw Citation

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

A. Conferral of Degrees and Certificates

The Board shall award degrees. For candidates meeting the faculty's requirements for a degree, certificate, or diploma, the Board approves the conferral degrees and authorizes the President and respective Chancellor to award the degree. Honorary degrees and posthumous degrees are included, and the President shall establish processes for review of honorary and posthumous degrees. Approval by the Board is not required for educational programs regulated by the Board of Elementary & Secondary Education or any non-credit continuing education program.

All recipients of credentials from approved programs shall enjoy the honors, rights, and privileges of possessing such a credential. Such degrees and certificates shall carry the seal of the University.

2. Summary of Matter

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for commencement exercises whether they be virtual or on campus for the entire 2022 calendar year.

This request provides flexibility for campuses to book venues, ensure capacity and safety concerns, and select vendors.

3. Business Plan

Not applicable

4. Fiscal Impact

None

5. Description of Competitive Process

Not applicable

6. Review of Legal Documents

Not applicable

7. Parties of Interest

Not applicable

8. Related Transactions

Not applicable

9. Conflicts of Interest

Not applicable

10. Attachments

Not applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University during commencement exercises in Calendar Year 2022.



Board of Supervisors

Request from LSU A&M to Award a Posthumous Degree to Mr. Robert Justin Fields

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses

2. Summary of Matter

Mr. Robert Justin Fields was a senior in the undergraduate Mechanical Engineering program during his untimely passing. He had 15 credit hours of coursework remaining - of which only six credit hours in the Mechanical Engineering discipline were left. Mr. Fields was currently pursuing an internship at Bascom Hunter. He decided to delay his graduation by a term so that he could pursue this internship, which the College of Engineering greatly encourages. Mr. Fields was in very good standing, with a 3.66 overall GPA, a 3.32 LSU GPA, and had a leadership role in the LSU SAE Formula I (Mini-Indy) team.

The College of Engineering and the Department of Mechanical & Industrial Engineering at LSU will always remember Mr. Fields as one of the best students both in terms of academics and in terms of his qualities and ethos as a person.

The faculty and Director of the Mechanical Engineering program, the chair of the Department of Mechanical & Industrial Engineering, the Dean of the College of Engineering, and the administration of Louisiana State University request that Mr. Robert Justin Fields be awarded the Bachelor of Science in Mechanical Engineering posthumously, having no doubt that he would have completed all program requirements in good standing. By awarding this degree, the University acknowledges Mr. Fields' academic achievements and provides his family with a symbol of appreciation of his talents and the life he shared with us.

3. Review of Business Plan

Not Applicable

4. Fiscal Impact

Not Applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Memos from the Director of the Mechanical Engineering Program, the Chair of the Department of Mechanical & Industrial Engineering, and the Dean of the College of Engineering are attached along with approval from the Office of Academic Affairs.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize LSU A&M to award the Bachelor of Science in Mechanical Engineering to Mr. Robert Justin Fields, posthumously.



Board of Supervisors

Request from LSU A&M to Terminate the Graduate Certificate in Teaching in the Health Professions

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

The Graduate Certificate in Teaching in the Health Professions was approved by the Board of Regents on February 24, 2017. The program will be terminated to allow for development of a graduate certificate program that is tailored for teaching in veterinary medicine. There have been a small number of students enrolled since its inception and the program is not currently financially tenable. Any students still enrolled in the program will be allowed to finish before official termination; however, no new students will be allowed to enroll once terminated.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

A memo from the chair and dean, routed through the appropriate internal channels, are on file in the Office of Academic Affairs.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to terminate the Graduate Certificate in Teaching in the Health Professions.



Board of Supervisors

Request from LSU A&M to Terminate the Graduate Certificate in Fisheries Science and Assessment

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

The Graduate Certificate in Fisheries Science and Assessment was approved by the Board of Regents on March 25, 2015. The program will be terminated since it has not been successful in attracting students, especially from outside the Department of Oceanography & Coastal Sciences. There seems to be a lack of demand for a graduate certificate in this field. Any students still enrolled in the program will be allowed to finish before official termination; however, no new students will be allowed to enroll once terminated.

3. Review of Business Plan

Not applicable

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

A memo from the chair and dean, routed through the appropriate internal channels, are on file in the Office of Academic Affairs.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to terminate the Graduate Certificate in Fisheries Science and Assessment.



Board of Supervisors

Request from LSU Health Sciences Center - New Orleans to Change the Name of the Department of Clinical Rehabilitation and Counseling to the Department of Counseling

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

The Department of Clinical Rehabilitation and Counseling is seeking approval to change its name to the Department of Counseling to reflect the broader scope and field of counseling. Over the past five years, enrollment in the area of rehabilitation counseling has decreased and enrollment in clinical mental health counseling has increased. During 2017-18, the department offered tuition stipends due to an awarded federal training grant for rehabilitation counselors; however, at this time, the department no longer has access to funding for this endeavor. The department's accrediting body also offers eight specialty areas, of which the department only offers two (rehabilitation counseling and mental health counseling). By revising the name, the department should be better positioned to expand its scope and increase programmatic offerings to prospective students.

3. Review of Business Plan

This request does not create any changes in leadership or the current organizational chart in the School of Allied Health Professions. The faculty also unanimously support this request.

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

A memo from the department head, dean, vice chancellor, and chancellor are on file in the Office of Academic Affairs.

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to change the name of the Department of Clinical Rehabilitation and Counseling to the Department of Counseling.



Board of Supervisors

Request from LSU Shreveport to Name the Dr. Lacy & Edie Williams Boathouse

Date: April 8, 2022

1. Regulation Citation

Pursuant to Article X of the Regulations of the LSU Board of Supervisors, this matter is a significant board matter.

The Board retains the authority to honor individuals, groups, and organizations through an honorific naming. Any item not specifically governed in this Article shall be reserved for the discretion of the chancellor.

2. Summary of Matter

LSU Shreveport (LSUS) is building a new boathouse to support the LSUS Bass Fishing Team. The student anglers have achieved #1 national rankings multiple times since the team's inception in AY 2014-15.

Lacy and Edie Williams have annually supported the LSUS Bass Fishing Team since AY2014-15, having contributed a total of \$110,000. The Williams family also frequently host the student anglers at their private lake in East Texas, and "Dr. Lacy" continues to be a highly trusted mentor to the team.

Dr. Lacy & Edie Williams are not just LSUS Bass Fishing enthusiasts but also LSUS enthusiasts, contributing over \$525,000 to the university, including donating \$125,000 to create the focal Dr. Lacy and Edie Williams Circle of Excellence at the front of the campus.

The on-campus boathouse to support the LSUS Bass Fishing Team will be built with donor funds, including funds from Dr. Lacy & Edie Williams. It will be built in a secure area near the LSUS Baseball Stadium. While the cost of the covered but open-air facility will be only around \$50,000, Coach Charles Thompson and the student anglers together request the naming of the boathouse for their greatest financial and personal supporter, "Dr. Lacy."

Therefore, with the approval from the chancellor of LSUS, Dr. Larry Clark, LSUS seeks approval to name the Dr. Lacy & Edie Williams Boathouse to honor the myriad contributions of the Williams family.

3. Review of Business Plan

Not Applicable

4. Fiscal Impact

Not Applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

A memo from the chancellor of LSUS is on file at the Office of Academic Affairs.

7. Parties of Interest

Dr. Lacy & Edit Williams

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

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 Shreveport to name the Dr. Lacy & Edie Williams Boathouse.



Board of Supervisors

Request from LSU A&M to Name the Our Lady of the Lake Interdisciplinary Science Building

Date: April 8, 2022

1. Bylaw Citation

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

- A. Any matter having a significant or long-term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

One of LSU's top capital priorities is building a new interdisciplinary science building. This crucial space will be home to the LSU College of Science, the springboard for more than half of Louisiana's physicians and will instantly close more than half of the college's gap in educational and lab space needs.

Of the \$170 million investment Our Lady of the Lake has provided to LSU, \$15 million will be devoted to the interdisciplinary science building. In recognition, LSU A&M proposes naming this building to honor Our Lady of the Lake's philanthropic investment in a project that will serve the totality of the LSU community, elevate research and interdisciplinary collaboration, and advance healthcare education and workforce.

The Our Lady of the Lake Interdisciplinary Science Building will serve as a transformational asset for Louisiana and beyond. Demand for increased educational and lab space has grown urgently as the college has marked four consecutive years of enrollment growth while teaching almost one-quarter of all student credit hours at LSU and roughly one-third of total instruction for freshmen and sophomore students.

Our Lady of the Lake and LSU have a longstanding, complementary, and mutually beneficial relationship. This investment represents an extension of that decades-long relationships. In 2010 LSU and Our Lady of the Lake executed a Cooperative Endeavor Agreement that structures a cooperative relationship surrounding graduate medical education and a medical education building, residency positions, the LSU Urgent Care Clinic, in-kind care, research, and other important components. For many years, Our Lady of the Lake has invested resources into the LSU College of Engineering, LSU College of Science, and E. J. Ourso College of Business to elevate healthcare-related workforce development, research, and education.

Our Lady of the Lake is a not-for-profit healthcare organization based in Baton Rouge, La., committed to serving the Capital Region and building a healthy community through excellence in patient care and education. Our Lady of the Lake is Louisiana's largest acute care provider, with more than 1,000 licensed beds in its Regional Medical Center, dedicated Children's Hospital, hospital in Gonzales, La., and two freestanding emergency rooms. Our Lady of the Lake also has

a 500+ provider Physician Group with numerous ambulatory facilities and expansive community outreach. Our Lady of the Lake provides comprehensive healthcare services for common to complex conditions and is a primary teaching site for graduate medical education programs recognized in the areas of heart and vascular, trauma and emergency care, stroke, cancer care, advanced surgical procedures and more. Our Lady of the Lake is part of the Franciscan Missionaries of Our Lady Health System, one of Louisiana's largest private employers, with more than 18,000 team members.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

Not applicable.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

A memo from Dean Cynthia Peterson requesting this naming along with approvals from the LSU A&M Naming Committee are on file in the Office of Academic Affairs.

7. Parties of Interest

LSU A&M
Our Lady of the Lake

8. Related Transactions

Not applicable.

9. Conflicts of Interest

None.

10. Attachments

Not applicable.

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 A&M to name the Our Lady of the Lake Interdisciplinary Science Building.



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | APRIL 8, 2022



Board of Supervisors

**Request from LSU A&M to Approve Employment Agreement
for the Head Football Coach**

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of the Matter

This resolution seeks approval of the Employment Agreement for Brian Kelly. The key terms are as follows:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Brian Kelly	Head Coach - Football	11/28/2021	12/31/2031	\$9,000,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as contract buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not Applicable

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to the Employment Agreement will be paid from revenues generated by the Athletics Department. While authorized by the Employment Agreement, it is not expected that any foundation dollars will be needed to provide for any of the adjusted compensation. No state general fund or tuition dollars will be used.

5. Description of Competitive Process

Not Applicable

6. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Employment Agreement for Brian Kelly, Head Football Coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes William F. Tate IV, President, or his designee, to execute the Employment Agreement for Brian Kelly as described in this item, in consultation with the Office of General Counsel.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AND IP LICENSE AGREEMENT

This Employment and IP License Agreement (“Agreement”) is made and entered into as of the 8th day of April, 2022, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, Brian Kelly (“Employee”), and Brian Kelly Football 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 of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Head Coach of the Team.
 - E. “Start Date”: November 28, 2021.
 - F. “End Date”: December 31, 2031 or the Team’s last game of the 2031-2032 season (including post-season games).
 - G. “Program”: The intercollegiate Football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that Employee shall provide, within 30 days of the Start Date, 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 Athletics 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 in which it participates, currently the classification generally known as the Power Five, within the 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 Athletics 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: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) 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 Athletics Director and the Director of 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 LSU Permanent Memorandum 73 ("PM-73"), for which LSU will provide resources and periodic training, and, as a mandatory reporter 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. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, LSU Permanent Memorandum 55;

- J. Cooperating fully and truthfully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully and truthfully in any LSU internal investigation or inquiry;
 - K. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - L. 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;
 - M. 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 Athletics Director;
 - N. 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;
 - O. 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;
 - P. 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;
 - Q. 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
 - R. 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 (which shall not be unreasonably withheld with respect to the sale, assignment, lease, donation, or transfer thereof to a business entity controlled by Employee). Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Supplemental Compensation.** Employee shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds. 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 the applicable season in which Team participates, regardless of whether Employee remains employed by University as of the payment date. 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 with respect to such game that Employee did not actively coach. 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:
 - A. Employee is entitled to participate in the 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 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. 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 (other than a passive investment), 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 Athletics 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 Athletics 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, 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.
- C. Employee shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director, which may not be unreasonably withheld. 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.

1. For purposes of this Section, “cause” for termination shall be defined as:
 - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such material and substantial violation by another person to the Director of 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. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person under the supervision of Employee 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 and Employee did not report such violation as required by this Agreement, or (ii) Employee failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletics Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Pleading guilty or no-contest, or being convicted of (i) any felony, or (ii) any crime 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, at the discretion of LSU, in a manner 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 and breaches the high moral and ethical standards applicable to Employee as a visible representative of LSU, including but not limited to, a knowing and material act of dishonesty, misrepresentation, or fraud, or an act of violence where Employee is the aggressor; in each case whether or not it rises to level of criminal prosecution by the relevant authorities;
 - e. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein, 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 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 under Employee's supervision to commit such fraud;
- h. Failure to respond fully and truthfully 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 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, 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;
- 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 health care 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 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 supervision to fail to reasonably 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 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 Director of 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 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 violation(s) of the terms of this Agreement;

provided, however, that in each case, to the extent curable, Employee has not cured the circumstances constituting "cause" within seven days of written notice thereof from University.

2. In the event of termination for cause, Employee's Base Salary, Company's Supplemental Compensation, Employee's Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. 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 and Company be reinstated following review, Employee and Company shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
3. After the expiration of the seven-day cure period set forth above without appropriate curative actions having been taken by Employee, but 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 an additional seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, to, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
4. Within seven calendar days of receipt of the decision, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, as applicable, liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, Employee's Base Salary, Company's Supplemental Compensation (if any), Employee's 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 (including Incentive 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.
3. 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. Should Employee or Company be assessed additional taxes by the Internal Revenue Service due to a termination without cause, University shall accelerate the payment of such liquidated damages to the extent necessary for Employee and Company to pay any taxes due thereon (whether pursuant to IRC Section 457 or otherwise).
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services and certain intellectual property rights. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee and Company 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 and Company 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 and Company shall have the right to jointly terminate this Agreement without cause upon written notice to LSU. In the event

Employee and Company terminate this Agreement without cause, Employee will pay or cause to be paid to LSU liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.

2. In the event of termination by Employee and Company without cause, Employee's Base Salary, Company's Supplemental Compensation (if any), Employee's 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 or Company for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned but unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate Employee and Company to repay unearned compensation and fees previously received hereunder.
3. If Employee and Company terminate employment during the Term, Employee will pay or cause to be paid to LSU liquidated damages as provided on Schedule A. Employee shall have the option to pay or cause to be paid 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.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services and certain intellectual property rights. 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 coaching, sports marketing, administration or media) 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 Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. 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 seven calendar days from receipt of such notice to cure such circumstances (to the extent curable) and/or respond in writing to the Athletics Director. After review of any such response, to the extent such circumstances are not cured, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. 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.
3. 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, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 90 consecutive days, this Agreement shall terminate with the same consequences as a termination with cause.

F. Exclusivity of Remedy. 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 seven calendar 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 has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary 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 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 Athletics Director or the Athletics 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 matters contemplated hereby 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, Company or another person on behalf of or at the behest of Employee or Company.
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. **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.

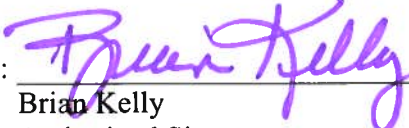
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign 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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, 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.

SIGNATURES ON FOLLOWING PAGE


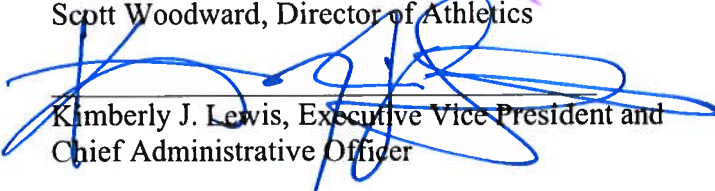
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By: _____
William F. Tate IV, President Date
 4/6/22
Brian Kelly Date

BRIAN KELLY FOOTBALL LLC
By:  4/6/22
Brian Kelly Date
Authorized Signatory

RECOMMENDED:


Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR BRIAN KELLY AND
BRIAN KELLY FOOTBALL LLC

This Schedule A supplements and further defines the provisions of the Employment and IP License Agreement entered into among LSU, Company, and Employee 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. **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 Company during each Contract Year to provide the intellectual property rights and 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, including streaming services, concerning LSU and the Team. Company will earn and receive total annual Supplemental Compensation as follows:

Start Date through December 31, 2022:	\$8,600,000
January 1, 2023 through December 31, 2024:	\$8,800,000
January 1, 2025 through December 31, 2026:	\$9,000,000
January 1, 2027 through December 31, 2028:	\$9,200,000
January 1, 2029 through December 31, 2030:	\$9,400,000
January 1, 2031 through End Date:	\$9,600,000

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 any 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 written 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. Any amounts due to Company under this Section for a partial Contract Year shall be prorated.
5. Supplemental Compensation may be adjusted as follows:
 - a. Immediately following the first SEC Championship Game win during the Term, the annual Supplemental Compensation in Section 1(A) will be increased by \$250,000 for each prospective remaining year of the Term. The adjustment pursuant to this subsection may only occur once during the Term but may be combined with the increase in Section 1(A)(5)(b).
 - b. Immediately following the first National Championship win during the Term, the annual Supplemental Compensation in Section 1(A) will be increased by \$500,000 for each prospective remaining year of the Term. The adjustment pursuant to this subsection may only occur once during the Term but may be combined with the increase in Section 1(A)(5)(a).

B. Program Longevity Compensation. If Employee remains continuously employed with LSU in the Position and is in the Position on July 1 of each year during the Term, LSU shall provide additional Supplemental Compensation of \$500,000 per year in recognition for the continued benefit to the Program and the Team, to be paid by July 15 of such year. In the event of early termination, Supplemental Compensation under this Section will be prorated. For the purpose of this subsection, the applicable period is July 1- through June 30. No Supplemental Compensation under this Section shall be payable for any period in which Employee does not serve in the Position.

2. Incentive Compensation Schedule. Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. Post-Season Incentive Compensation. Subject to the terms and conditions set forth in the Agreement, Employee shall receive Post-Season Incentive Compensation in the amounts and based on the Team attaining the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year is \$1,150,000.

1. Southeastern Conference

- a. Participation in SEC Championship Game \$75,000 OR
- b. Win SEC Championship Game \$150,000
- 2. Post Season Bowl
 - a. Bowl eligible \$500,000 AND
 - b. New Year Six Bowl Participant \$100,000 OR
 - c. CFP Semifinal Game Participant \$200,000 OR
 - d. CFP Final Game Participant \$300,000 OR
 - e. CFP National Championship \$500,000
- 3. If the College Football Playoff format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein and/or College Football Playoff victories, to the extent not already contemplated by the then-existing Post-Season Incentive Compensation structure.

B. Coaching Recognition Incentive Compensation. Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. 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 maximum amount of Coaching Recognition Incentive Compensation payable in a Contract Year shall be \$125,000.

- 1. SEC Coach of the Year \$50,000 AND
- 2. National Coach of the Year \$75,000

C. Academic Incentive Compensation. Employee may earn Academic Incentive Compensation based upon Academic Performance Rate (“APR”) as defined by the NCAA for the Program, as follows:

- 1. APR above 930 \$25,000 OR
- 2. APR above 970 \$50,000

From the Start Date to December 31, 2026, Academic Incentive Compensation is determined using single-year APR. From January 1, 2027 through the End Date, Academic Incentive Compensation is determined using multi-year APR. Academic Incentive Compensation shall be considered earned on the date on which the APR for LSU is released and shall be paid within 60 days of such date. To be eligible for such compensation, Employee must be employed by LSU as of the date on

which the incentives are earned (but is not required to be employed on the payment date).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates this Agreement during the Term without cause, LSU will pay Employee and Company liquidated damages in the amount of 90 percent of Base Salary and Supplemental Compensation which would have been payable to Employee and Company for the unexpired Term plus any prorated Longevity Compensation for the year in which termination occurs.

A. **Championship Adjustment.** If the Team wins a National Championship during the Term, the liquidated damage obligation in Section 3 will increase from 90 percent to 100 percent of Base Salary and Supplemental Compensation which would have been payable to Employee and Company for the unexpired Term plus any prorated Longevity Compensation for the year in which termination occurs.

B. **Duty to Mitigate.** 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 football-related employment, whether intercollegiate or professional, including coaching, administration or media, 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 qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU.

4. **Liquidated Damages for Termination by Employee Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if Employee and Company terminate this Agreement during the Term, Employee will pay or cause to be paid to LSU liquidated damages based on the termination date as follows:

Start Date through December 31, 2022:	\$4,000,000
January 1, 2023 through December 31, 2023:	\$3,000,000
January 1, 2024 through End Date:	\$2,000,000

However, no liquidated damages will be due by Employee under this Section if, on the date of termination by Employee and Company, Scott Woodward is not actively employed as Director of Athletics for LSU.

5. **Supplemental Benefit Plan.** At Company's election, up to \$1,000,000 per year of Supplemental Compensation may be recast to fund one of the following: (i) an annual loan to fund the continuation of Employee's existing Split-Dollar Life Insurance Arrangement, (ii) an annual loan to fund a new split dollar life insurance arrangement by agreement of

the parties, or (iii) by agreement of the parties, the funding of some other deferred compensation program to benefit Employee or Company. Absent an election by Company or an agreement between the parties, such amount shall remain characterized and payable as Supplemental Compensation.

- A. Life Insurance Premium Loans. In addition to Employee's participation in the LSU's general employee benefit programs, for Contract Years 2022, 2023 and 2024, LSU will loan Employee amounts to be used exclusively for the payment of premiums on a life insurance policy with respect to which Employee is the owner and insured, subject to and in accordance with the terms of the Premium Loan Agreement. On or before September 1, 2024, Employee shall have the option to extend the existing Split-Dollar Life Insurance Arrangement for Contract Years beginning after 2024 by providing written notice to the Athletics Director. If Employee exercises said option, annual Supplemental Compensation otherwise provided for in Section 1(A) hereof for Contract Years beginning on and after January 1, 2024 shall be reduced by \$1,000,000 or such lower amount commensurate with the principal amount of the loans requested by Employee.
- B. LSU shall retain an interest in any benefit payable under any policy or arrangement for which any loan is issued under this Section. The interest shall be for the total amount of any loans issued plus accrued interest as designated in any Promissory Note.

6. Housing Benefits.

- A. Employee shall receive a relocation incentive of \$35,000. To receive these funds, Employee must sign a Relocation Incentive Agreement which provides that all or part of the moving expense payment must be repaid to LSU if employment does not continue for at least two years from the Start Date. All relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- B. If necessary, Employee shall be eligible for temporary housing at a site chosen by the Athletic Department for a period of not more than 90 days from the Start Date while securing permanent accommodation.
- C. LSU, or an affiliated foundation, shall provide a secured interest-free mortgage loan (not to exceed \$1,200,000) of 20 percent of the purchase price of Employee's primary domicile, located within a 30-mile radius of the LSU campus, to be used as Employee's residence. Upon the earlier of (i) the sale or other conveyance of the home, (ii) the date Employee begins to use the residence as a rental property or as a residence for anyone other than himself or his spouse, or (iii) Employee accepts employment with someone other than LSU, Employee shall repay to lender the original loan amount in addition to 20 percent of the increased value of the home (net of transaction and related expenses and broker commissions associated with the sale or conveyance or based on appraised value if retained). The loan shall be subject to such other terms, conditions and stipulations as are mutually agreed to by the lender and Employee and not inconsistent with the terms of this Agreement.

7. Supplemental Provisions.

- A. LSU shall either directly pay (as a business expense) or fund any amounts payable as the result of the voluntary termination of Employee's current employment agreement. To the extent that LSU is unable to make such payment as a business expense, such payment shall be a loan to Employee which shall be amortized over the Term and payable in installments by Employee on July 1 of each year. If Employee is employed by LSU on each such July 1, LSU shall forgive the installment due. Further, LSU shall forgive all outstanding amounts remaining on such loan immediately upon termination of this Agreement by either party. In connection with all forgiveness of loans contemplated by this paragraph, LSU shall include in the amount funded a one-time additional amount sufficient to make Employee completely whole to the extent of any and all tax liability that may accrue to Employee, if any, as a result of such payments to Employee's former employer or reimbursements to Employee, or such additional tax gross-up payments to Employee.
- B. Employee shall be entitled to (1) an annual automobile allowance for up to two vehicles in an amount not to exceed \$1,000 each per month or, to the extent consistent with state ethics law, use of up to two courtesy vehicles provided by a dealership (or a combination thereof not to exceed the value of two vehicles); and (2) related automobile insurance.
- C. Employee shall be entitled to payment of \$275,000 per year to use for personal air travel, payable in a single lump sum on July 1 of each year for the prior year period of July 1 through June 30, some or all of which may be paid through affiliated foundation funds. Any amount due Employee for a partial year shall be prorated.
- D. Employee shall be entitled to a complimentary membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) Employee shall be responsible for payment of all personal charges and charges unrelated to LSU business.


SIGNATURES ON THE FOLLOWING PAGE

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

By: _____ Date _____

William F. Tate IV, President

Date


Brian Kelly 4/6/22

Brian Kelly Date

BRIAN KELLY FOOTBALL LLC

By: _____ Date _____

Brian Kelly
Owner

Date

RECOMMENDED:

Scott Woodward

Scott Woodward, Director of Athletics

Kimberly J. Lewis

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

**Request from LSU A&M to Approve New Employment Contracts
for Ten Assistant Football Coaches**

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of Matter

This resolution seeks approval of the employment agreements for Kerry Cooks, Cortez Hankton, Jamar Cain, Joe Sloan, Matt House, Robert Steeples, Michael Denbrock, Jacob Flint, Brian Polian, and Frank Wilson. The key terms of the contracts are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Jamar Cain	Assistant Football Coach	1/5/2022	1/15/2025	\$800,000
Kerry Cooks	Assistant Football Coach	12/7/2021	1/15/2025	\$450,000
Michael Denbrock	Offensive Coordinator	1/1/2022	1/15/2025	\$1,300,000
Jacob Flint	Head Strength and Conditioning Coach	12/7/2021	1/15/2025	\$475,000
Cortez Hankton	Assistant Football Coach	1/18/2022	1/15/2025	\$850,000
Matt House	Defensive Coordinator	2/1/2022	1/15/2025	\$1,800,000
Brian Polian	Football Special Teams Coordinator	12/7/2021	1/15/2025	\$625,000
Joe Sloan	Assistant Football Coach	1/2/2022	1/15/2025	\$550,000
Robert Steeples	Assistant Football Coach	1/12/2022	1/15/2025	\$450,000
Frank Wilson	Associate Head Coach	12/7/2021	1/15/2025	\$900,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as contract buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not Applicable

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletics Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed contracts.

7. Parties of Interest

LSU and the above named coaches

8. Related Transactions

Not Applicable

9. Conflicts of Interest

None known

10. Attachments

1. Employment Agreement: Jamar Cain, Assistant Football Coach
2. Employment Agreement : Kerry Cooks, Assistant Football Coach
3. Employment Agreement: Michael Denbrock, Offensive Coordinator
4. Employment Agreement: Jacob Flint, Head Strength and Conditioning Coach
5. Employment Agreement: Cortez Hankton, Assistant Football Coach
6. Employment Agreement: Matt House, Defensive Coordinator
7. Employment Agreement: Brian Polian, Football Special Teams Coordinator
8. Employment Agreement: Joe Sloan, Assistant Football Coach
9. Employment Agreement: Robert Steeples, Assistant Football Coach
10. Employment Agreement : Frank Wilson, Associate Head Coach, Football

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to execute the employment agreements of Jamar Cain, Kerry Cooks, Michael Denbrock, Jacob Flint, Cortez Hankton, Matt House, Brian Polian, Joe Sloan, Robert Steeples, and Frank Wilson as described in this item, in consultation with the Office of General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Jamar Cain (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: January 5, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. **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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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. 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
 - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.
5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain

employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 advance 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 as detailed below and as provided in Schedule A.
2. 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 and EMPLOYEE, 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.

3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
14. **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.
15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____ Date _____
William F. Tate, IV, President

 _____ Date _____
Jamar Cain 2-24-22

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR JAMAR CAIN

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$400,000
January 16, 2023 through January 15, 2024:	\$450,000
January 16, 2024 through January 15, 2025:	\$500,000

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

- B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

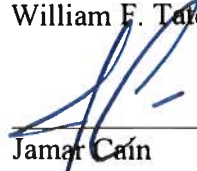
In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

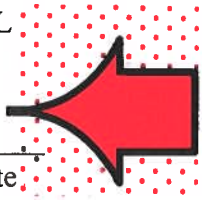
4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate play-calling coordinator position, head coaching position, or position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference

championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

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

By: _____
William F. Tate, IV, President Date: _____
 _____
Jamar Cain Date: 2-24-22



RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Kerry Cooks (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: December 7, 2021.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. 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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. 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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, “at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE’s services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE’s employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE’s new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

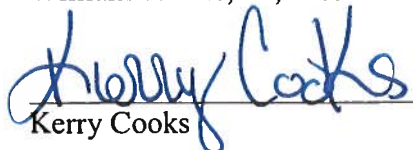
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other 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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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.

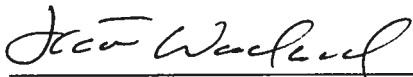
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
William F. Tate, IV, President Date

 2-23-2022
Kerry Cooks Date



RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR KERRY COOKS

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$50,000
January 16, 2023 through January 15, 2024:	\$100,000
January 16, 2024 through January 15, 2025:	\$150,000

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

B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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.

Contract Term – January 12, 2022 through January 15, 2023. The maximum amount of Incentive Compensation under this Section shall be \$170,000:

A. Broyles Award (Top Assistant)	\$25,000	
AND ONE OF THE FOLLOWING:		
B. Western Division Representative SEC Championship Game	\$25,000	OR
C. SEC Champion	\$35,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$25,000	OR
E.	New Year's 6 Bowl Participant	\$35,000	OR
F.	CFP Semifinal Game Participant	\$60,000	OR
G.	CFP National Championship Game Participant	\$85,000	OR
H.	CFP National Champion	\$110,000	

Contract Term – January 16, 2023 through January 15, 2025. The maximum amount of Incentive Compensation under this Section shall be \$150,000 per Contract Year:

I.	Broyles Award (Top Assistant)	\$25,000	
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AND ONE OF THE FOLLOWING:

J.	Western Division Representative SEC Championship Game	\$15,000	OR
K.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

L.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
M.	New Year's 6 Bowl Participant	\$25,000	OR
N.	CFP Semifinal Game Participant	\$50,000	OR
O.	CFP National Championship Game Participant	\$75,000	OR
P.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six

months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:


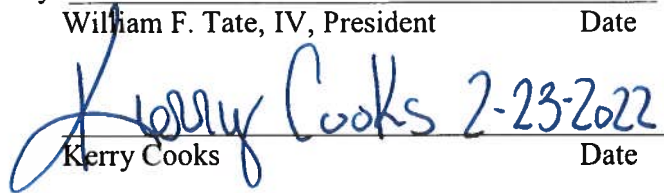
- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate play-calling coordinator position or head coaching position, or position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly’s last day of employment with LSU as Head Coach.

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

By: _____

William F. Tate, IV, President

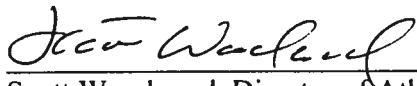
Date



Kerry Cooks

Date

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGE

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Michael Denbrock (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Offensive Coordinator for the Team.
 - E. “Start Date”: January 1, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. 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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. 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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. **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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____
William F. Tate, IV, President Date

Michael Denbrock 2/24/22
Michael Denbrock Date



RECOMMENDED:

Scott Woodward
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR MICHAEL DENBROCK

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$900,000
January 16, 2023 through January 15, 2024:	\$1,000,000
January 16, 2024 through January 15, 2025:	\$1,100,000

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

- B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(1) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference

championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

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



By: _____
William F. Tate, IV, President Date

Michael Denbrock 2/24/22
Michael Denbrock Date

RECOMMENDED:

Scott Woodward
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Jacob Flint (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Head Strength and Conditioning Coach for the Team.
 - E. “Start Date”: December 3, 2021.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Senior Associate Athletic Director for Health and Wellness or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.
13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
14. **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.
15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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.

SCHEDULE A
SUPPLEMENTAL TERMS FOR JACOB FLINT

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$75,000
January 16, 2023 through January 15, 2024:	\$100,000
January 16, 2024 through January 15, 2025:	\$125,000

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

- B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$145,000 per Contract Year:

A.	Western Division Representative SEC Championship Game	\$25,000	OR
B.	SEC Champion	\$35,000	
AND ONE OF THE FOLLOWING:			
C.	Non College Football Playoff (CFP) Bowl Participant	\$25,000	OR
D.	New Year's 6 Bowl Participant	\$35,000	OR

E.	CFP Semifinal Game Participant	\$60,000	OR
F.	CFP National Championship Game Participant	\$85,000	OR
G.	CFP National Champion	\$110,000	

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay fifty percent (50%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.


4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

SIGNATURES ON FOLLOWING PAGE

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

By: _____
William F. Tate, IV, President Date



Jacob Flint Date

2/23/22

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Cortez Hankton (“EMPLOYEE”), and C Hankton 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 of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: January 18, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. 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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. 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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 to reasonably 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 advance 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving prior written notice to the Athletics 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 seven calendar days from receipt of such

notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.
13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
14. **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.
15. **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.

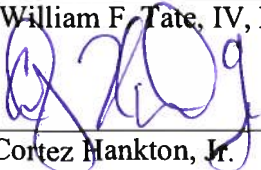
1. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary would be less if EMPLOYEE were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____
William F. Tate, IV, President Date
 2/25/22
Cortez Hankton, Jr. Date



C HANKTON LLC

By: _____
Cortez Hankton, Jr. Date
Registered Agent

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR CORTEZ HANKTON, JR. AND COMPANY

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 of the Agreement, Supplemental Compensation will be paid as follows:

- A. **Media Participation.** While EMPLOYEE is employed under this Agreement, COMPANY will earn and receive Supplemental Compensation in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$450,000
January 16, 2023 through January 15, 2024:	\$500,000
January 16, 2024 through January 15, 2025:	\$550,000

This compensation to COMPANY is for causing EMPLOYEE to be available for, appear on or participate in, as requested, University-sanctioned television, radio or internet programming, including streaming services, concerning LSU and the Team.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR

F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(1) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

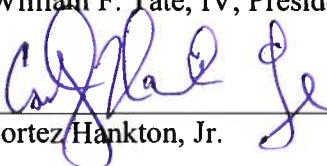
- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate play-calling coordinator or head coaching position or position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

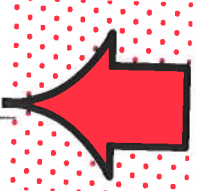
5. **Supplemental Provisions.** At LSU's sole discretion, LSU shall either (a) directly pay (as a business expense), or (b) fund any amounts payable as the result of the voluntary

termination of EMPLOYEE's former employment agreement. If payment is made to EMPLOYEE in satisfaction of this obligation, and it is deemed to be taxable compensation to EMPLOYEE, LSU shall include in the amount funded a one-time additional amount sufficient to make EMPLOYEE whole to the extent of any and all tax liability that may accrue to EMPLOYEE as a result of such payments to EMPLOYEE's former employer or reimbursements to EMPLOYEE.

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

By: _____
William F. Tate, IV, President Date

 2/25/22
Cortez Hankton, Jr. Date



C HANKTON LLC

By: _____
Cortez Hankton, Jr. Date
Registered Agent

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Matt House (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Defensive Coordinator for the Team.
 - E. “Start Date”: February 1, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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. 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
 - s. Knowingly committing material violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, “at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE’s services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE’s employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE’s new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 advance 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.
13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.
14. **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.
15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____ Date _____
William F. Tate, IV, President

[Signature] 2/23/22
Matt House Date

RECOMMENDED:

[Signature]

Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR MATT HOUSE

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$1,400,000
January 16, 2023 through January 15, 2024:	\$1,500,000
January 16, 2024 through January 15, 2025:	\$1,600,000

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

B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

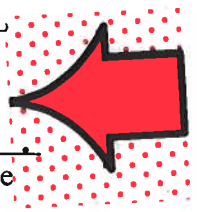
D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.
4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
 - A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
 - B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
 - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or play-calling coordinator position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

SIGNATURES ON THE FOLLOWING PAGE

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



By: _____
William F. Tate, IV, President Date

Matt House 2/23/22

Matt House Date

RECOMMENDED:

Scott Woodward

Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Brian Polian (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Special Teams Coordinator for the Team.
 - E. “Start Date”: December 7, 2021.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 to reasonably 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 advance 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving prior written notice to the Athletics 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 seven calendar days from receipt of such

notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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.

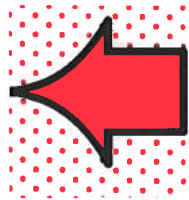
1. EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary would be less if EMPLOYEE were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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

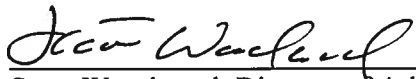


By: _____
William F. Tate, IV, President Date



Brian Polian Date 2/25/22

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR BRIAN POLIAN

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$225,000
January 16, 2023 through January 15, 2024:	\$275,000
January 16, 2024 through January 15, 2025:	\$325,000

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

- B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.


4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(2) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:


- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or any position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if

EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

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

By: _____
William F. Tate, IV, President Date _____


Brian Polian Date 2/25/25



RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Joe Sloan (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: January 2, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 to reasonably 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, “at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE’s services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE’s employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE’s new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 advance 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving prior written notice to the Athletics 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 seven calendar days from receipt of such

notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

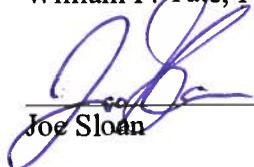
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other 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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____
William F. Tate, IV, President Date

 _____
Joe Sloan Date
2/25/22



RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR JOE SLOAN

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. Supplemental Compensation. Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$150,000
January 16, 2023 through January 15, 2024:	\$200,000
January 16, 2024 through January 15, 2025:	\$250,000

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

- B. 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.

2. Post-Season Incentive Compensation Schedule. Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

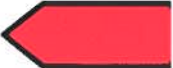
In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(1) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
- B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
- C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate play-calling coordinator position or head coaching position, or position in the National Football League; terminates the Agreement after the conclusion of the final regular

game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

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



By: _____
William F. Tate, IV, President Date

Joe Sloan 2/25/22 Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Robert Steeples (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Assistant Football Coach for the Team.
 - E. “Start Date”: January 12, 2022.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season 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.

10. **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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. **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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
- 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
- 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, "at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE's services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE's employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE's new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

17. **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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____
William F. Tate, IV, President Date



Robert Steeples | 2/24/22
Robert Steeples Date

RECOMMENDED:

Scott Woodward
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR ROBERT STEEPLES

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$50,000
January 16, 2023 through January 15, 2024:	\$100,000
January 16, 2024 through January 15, 2025:	\$150,000

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

B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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.

Contract Term – January 12, 2022 through January 15, 2023. The maximum amount of Incentive Compensation under this Section shall be \$170,000:

A. Broyles Award (Top Assistant)	\$25,000	
AND ONE OF THE FOLLOWING:		
B. Western Division Representative SEC Championship Game	\$25,000	OR
C. SEC Champion	\$35,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$25,000	OR
E.	New Year's 6 Bowl Participant	\$35,000	OR
F.	CFP Semifinal Game Participant	\$60,000	OR
G.	CFP National Championship Game Participant	\$85,000	OR
H.	CFP National Champion	\$110,000	

Contract Term – January 16, 2023 through January 15, 2025. The maximum amount of Incentive Compensation under this Section shall be \$150,000 per Contract Year:

I.	Broyles Award (Top Assistant)	\$25,000	
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AND ONE OF THE FOLLOWING:

J.	Western Division Representative SEC Championship Game	\$15,000	OR
K.	SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

L.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
M.	New Year's 6 Bowl Participant	\$25,000	OR
N.	CFP Semifinal Game Participant	\$50,000	OR
O.	CFP National Championship Game Participant	\$75,000	OR
P.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six

months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(1) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
 - B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a coaching position other than as described above or terminates employment for any other reason; however
 - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate play-calling coordinator position, head coaching position, or play-calling position in the National Football League; terminates the Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

SIGNATURES ON THE FOLLOWING PAGE

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

By: _____ Date _____

William F. Tate, IV, President

Date

R Steeples | 2/24/22

Robert Steeples

Date

RECOMMENDED:

Scott Woodward

Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 4th day of March, 2022, 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 William F. Tate, IV, its duly authorized President, and Frank Wilson, III (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Associate Head Coach for the Team.
 - E. “Start Date”: December 7, 2021.
 - F. “End Date”: January 15, 2025.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$25,000 and sixty (60) days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 12 or 13 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Football Coach or as otherwise designated by the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term.
4. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, EMPLOYEE hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, EMPLOYEE shall 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.

5. **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 Athletics Director:
- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletics 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 Athletics Director and the Director of 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 understanding and complying with the mandatory 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 as required by PM-73;
 - F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
 - G. Cooperating fully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
 - H. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
 - I. 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;

- J. 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 Athletics Director;
 - K. 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;
 - L. 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;
 - M. 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
 - N. Performing all other reasonable duties customarily performed by assistant coaches at colleges or universities at the same competitive level as LSU.
6. **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 the operation of sports camps or clinics.
7. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
8. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided in Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE shall be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. 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 of achieving the goal indicated. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If EMPLOYEE coaches the Team in the Position for any post-season games, the Post-Season Incentive Compensation shall be considered earned. 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.

10. 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 Base Salary 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 Section 11 (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. 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.
- C. EMPLOYEE shall receive an automobile entitlement of an annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and the related automobile insurance.
- D. If indicated in Section 1 of the Agreement, EMPLOYEE shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if EMPLOYEE does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

11. 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 Athletics 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 Athletics 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. EMPLOYEE shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director.

12. 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. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 Athletics 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. 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, at the discretion of LSU, 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, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence whether or not it rises to the level of warranting criminal prosecution by the relevant authorities;
 - 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 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 but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
 - h. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties at LSU or at any prior employment at any other institution of higher learning, whether 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;
 - 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, 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;
- 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 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;
- 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 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 Director of 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 but not limited to 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for 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 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 review under Section 12(A)(4), EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
 3. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide EMPLOYEE written notice of a decision.
 4. Within seven calendar days of receipt of the decision, EMPLOYEE may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided

by the EMPLOYEE and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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, acting through the President, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. 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 (not including any signing bonus that is directly related to moving expenses and/or temporary housing) from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist.

5. EMPLOYEE shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, “at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE’s services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE’s employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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. Liquidated damages shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of EMPLOYEE’s new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is at-will, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.
7. 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 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 3 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 as detailed below and as provided in Schedule A.

2. 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 and EMPLOYEE, 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.
3. EMPLOYEE shall have the option to pay liquidated damages under this Section 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics 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 10 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 10 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 for 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 but not limited to 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.

13. **Discontinuation of the Program by the University.** Notwithstanding any provision to the contrary, in the event the University determines for any reason within its sole discretion to discontinue the Program as a Division I sport, LSU shall have the right to terminate this Agreement without further obligation to EMPLOYEE. Notice of termination under this Section shall be in writing and shall establish a date of termination no less than 90 days from the date of the notice or upon the End Date, whichever occurs first. In the event the right to terminate pursuant to this Section is exercised, all obligations between the parties shall cease effective on the date of termination.

14. **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.

15. **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 has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that Base Salary 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.
 3. This Section 15(A) shall not apply if EMPLOYEE has accrued annual leave through employment with LSU prior to the Effective Date.
- 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 shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
16. **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.

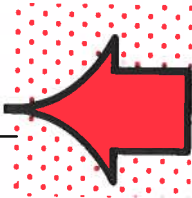
17. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other 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.
18. **Indirect Actions Prohibited.** Any act which EMPLOYEE is prohibited from doing directly in this Agreement shall not be done indirectly by EMPLOYEE or another person on EMPLOYEE's behalf or at EMPLOYEE's behest.
19. **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.
20. **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.
21. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
22. **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.
23. **"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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
24. **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 THE 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: _____
William F. Tate, IV, President Date



Frank Wilson, III 2/25/22
Frank Wilson, III Date

RECOMMENDED:

Scott Woodward
Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer

SCHEDULE A
SUPPLEMENTAL TERMS FOR FRANK WILSON, III

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and EMPLOYEE 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. **Supplemental Compensation.** Pursuant to Section 8 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 in annualized amounts payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months, as follows:

Start Date through January 15, 2023:	\$500,000
January 16, 2023 through January 15, 2024:	\$550,000
January 16, 2024 through January 15, 2025:	\$600,000

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

B. 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.

2. **Post-Season Incentive Compensation Schedule.** Pursuant to Section 9 of the Agreement, 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 \$150,000 per Contract Year:

A. Broyles Award (Top Assistant)	\$25,000	
AND ONE OF THE FOLLOWING:		
B. Western Division Representative SEC Championship Game	\$15,000	OR
C. SEC Champion	\$25,000	

AND ONE OF THE FOLLOWING:

D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year's 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 12(B)(1) of the Agreement, if LSU terminates the employment of EMPLOYEE without cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE over the remaining Term with partial years and months pro-rated. Any payments due to EMPLOYEE will be paid in equal monthly installments over the course of the remaining Term. In addition, LSU will pay to EMPLOYEE any Post-Season Incentive Compensation earned and accrued, at the time of termination, but not yet paid.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between EMPLOYEE and LSU, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

4. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 12(C)(1) of the Agreement, if EMPLOYEE terminates the Agreement, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:
- A. Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position with another SEC program (regardless of location) or any Division I-A program within 500 miles of LSU; or
 - B. Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to EMPLOYEE for the remaining Term, if EMPLOYEE accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason; however
 - C. No liquidated damages will be owed if EMPLOYEE accepts any collegiate head coaching position or position in the National Football League; terminates the

Agreement after the conclusion of the final regular game (including the conference championship game, if applicable) of the final season covered by the Term; or if EMPLOYEE terminates within 90 days of Brian Kelly's last day of employment with LSU as Head Coach.

5. **Supplemental Provisions.** At LSU's sole discretion, LSU shall either (a) directly pay (as a business expense), or (b) fund any amounts payable as the result of the voluntary termination of EMPLOYEE's former employment agreement. If any payment in satisfaction of this obligation is deemed to be taxable compensation to EMPLOYEE, LSU shall include in the amount funded a one-time additional amount sufficient to make EMPLOYEE reasonably whole to the extent of any initial tax liability that may accrue to EMPLOYEE.

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

By: _____
William F. Tate, IV, President Date



Frank Wilson, III Date

RECOMMENDED:



Scott Woodward, Director of Athletics

Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

**Request from LSU A&M to Approve Amendment to Employment Agreement
for Assistant Football Coach**

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of the Matter

This resolution seeks approval of a First Amendment to the Employment Agreement of Brad Davis to update the post-season incentive compensation schedule. The purpose of the amendment is to bring the post-season incentive compensation schedule for Brad Davis in line with the other assistant football coaches.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to the Employment Agreement will be paid from revenues generated by the Athletics Department. While authorized by the Employment Agreement, it is not expected that any foundation dollars will be needed to provide for any of the adjusted compensation. No state general fund or tuition dollars will be used.

5. Description of Competitive Process

Not applicable.

6. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named coach.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. First Amendment to Employment Agreement for Brad Davis

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, William F. Tate IV, or his designee, to execute the First Amendment to Employment Agreement for Brad Davis as described in this item, in consultation with the Office of General Counsel.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into as of this 8th day of April, 2022 (“Effective Date”), 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 William F. Tate IV, its duly authorized President, and Brad Davis (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated June 11, 2021, which provides the terms of the Employee’s employment as an Assistant Coach for the LSU Football Team, and which Employment Agreement expires March 31, 2024;

WHEREAS, LSU and Employee desire to further amend certain provisions of the Employment Agreement pursuant to the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Supplemental Compensation.** Section 1 of Schedule A of the Employment Agreement is hereby deleted and replaced with the following on the Effective Date:

Post-Season Incentive Compensation Schedule. Pursuant to Section 8 of the Agreement, 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 \$150,000 per contract year.

A.	Broyles Award (Top Assistant)	\$25,000	
	AND ONE OF THE FOLLOWING:		
B.	Western Division Representative SEC Championship Game	\$15,000	OR
C.	SEC Champion	\$25,000	
	AND ONE OF THE FOLLOWING:		
D.	Non College Football Playoff (CFP) Bowl Participant	\$15,000	OR
E.	New Year’s 6 Bowl Participant	\$25,000	OR
F.	CFP Semifinal Game Participant	\$50,000	OR
G.	CFP National Championship Game Participant	\$75,000	OR
H.	CFP National Champion	\$100,000	

2. **No Further Amendment.** Except as set forth in the Amended Agreement and this First Amendment, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Employment Agreement on the day and year first set forth above.

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

By: _____
William F. Tate IV, President Date

 BD 4/6/22
Brad Davis Date



Board of Supervisors

**Request from LSU A&M to Approve Employment Agreement
for the Head Volleyball Coach**

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of the Matter

This resolution seeks approval of the Employment Agreement for Tonya Johnson. The key terms are as follows:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Tonya Johnson	Head Volleyball Coach	12/23/2021	12/31/2026	\$250,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as contract buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to the Employment Agreement will be paid from revenues generated by the Athletics Department. While authorized by the Employment Agreement, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars will be used.

5. Description of Competitive Process

Not applicable.

6. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named coach.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Employment Agreement for Tonya Johnson, Head Volleyball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, William F. Tate IV, or his designee, to execute the Employment Agreement for Tonya Johnson as described in this item, in consultation with the Office of General Counsel.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 8th day of April, 2022, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate, IV, its duly authorized President, and Tonya Johnson (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum as follows:

Start Date to December 31, 2022	\$240,000
January 1, 2023 to December 31, 2023	\$250,000
January 1, 2024 to December 31, 2024	\$260,000
January 1, 2025 to December 31, 2025	\$270,000
January 1, 2026 to December 31, 2026	\$280,000
 - D. “Position”: Head Coach of the Team.
 - E. “Start Date”: December 23, 2021.
 - F. “End Date”: December 31, 2026.
 - G. “Program”: The intercollegiate Volleyball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: The one-time payment of \$24,000 and up to 60 days of temporary housing, as needed.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
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 Senior Associate Athletics Director/Senior Woman Administrator or the Athletics Director's designee. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that Employee shall provide, within 30 days of the Start Date, 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 Athletics Director:
 - A. Administering, managing, and leading the Program in a professionally appropriate and competent manner;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. 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;
 - D. Performing all duties reasonably assigned to Employee 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;
 - E. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
 - F. Directing the Team, including management of staff, budget, and other resources;
 - G. 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: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) 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");
 - H. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - I. 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 LSU Permanent Memorandum 73 ("PM-73") and, as a mandatory reporter 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;

- J. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, LSU Permanent Memorandum 55;
- K. Cooperating fully and truthfully in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully and truthfully in any LSU internal investigation or inquiry;
- L. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- M. 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;
- N. 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 Athletics Director;
- O. 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;
- P. 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;
- Q. 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;
- R. 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

- S. Performing all other reasonable duties customarily performed by head coaches in similar programs 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 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 annually, in 12 equal monthly installments, on LSU’s regular monthly payroll date.
7. **Supplemental Compensation.** Employee shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds.
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:
 - A. Employee is entitled to participate in the 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 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. Employee is entitled to (1) an annual automobile allowance in an amount not to exceed \$999 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
- C. 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.
- D. If indicated in Section 1 of this Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if Employee does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

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 Athletics 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 Athletics 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, 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.

- C. Employee shall not, without the prior written approval of the Athletics Director or the Athletics Director's designee, 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 or educational or development programs 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 Athletics Director. 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.
 - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
 - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of 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. 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 establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletics 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 (i) any felony, or (ii) any crime 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, at the discretion of LSU, 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, including but not limited to, an act of dishonesty, misrepresentation, fraud, or violence whether or not it rises to level of criminal prosecution by the relevant authorities;

- 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 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;
- h. Failure to respond fully and truthfully 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;
- 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, 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;
- 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 health care 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 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;
 - 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 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 Director of 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 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 violation(s) of the terms of this Agreement.
2. In the event of termination for cause, Employee's Base Salary, Supplemental Compensation, 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 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. 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 seven calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
 4. Within seven calendar days of receipt of the decision, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and all materials considered by the Athletics Director. Within 14 calendar days of the submission, 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 and as provided in Schedule A.
2. 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.
3. 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.
4. The parties have bargained for this liquidated damages provision. 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 as detailed below and as provided in Schedule A.

2. 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 but 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.
3. 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.
4. The parties have bargained for this liquidated damages provision. 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 coaching, sports marketing, administration or media) 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 Athletics 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 seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee 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. **Exclusivity of Remedy.** 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 seven calendar 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 has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary 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 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 Athletics Director or the Athletics 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 unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, 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.

SIGNATURES ON FOLLOWING PAGE

SCHEDULE A
SUPPLEMENTAL TERMS FOR TONYA JOHNSON

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into between LSU and Employee 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. **Supplemental Compensation.** Pursuant to Section 7 of the Agreement, Employee will earn and receive Supplemental Compensation of \$10,000 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, streaming and internet programming concerning LSU and the Team.

2. **Incentive Compensation Schedule.** Pursuant to Section 8 of the Agreement, Incentive Compensation is payable as follows.

A. **Post-Season Incentive Compensation.** Subject to the terms and conditions set forth in the Agreement, Employee shall receive Post-Season Incentive Compensation in the amounts and based on attaining each of the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a contract year shall be \$90,000.

1.	SEC Champion	\$ 10,000
2.	Appearance in NCAA Tournament	\$ 15,000
3.	NCAA Final 32	\$ 10,000
4.	NCAA Final 16	\$ 10,000
5.	NCAA Final 4	\$ 20,000
6.	NCAA National Champion	\$ 25,000

B. **Coaching Recognition Incentive Compensation.** Employee may earn Coaching Recognition Incentive Compensation for receiving the following recognition. 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 maximum amount of Coaching Recognition Incentive Compensation payable in a Contract Year shall be \$25,000.

1.	SEC Coach of the Year	\$10,000
2.	National Coach of the Year (as named by AVCA)	\$15,000

C. **Academic Incentive Compensation.** In the event the multi-year Academic Performance Rate “APR” (as defined by the NCAA) for the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$5,000 for that Contract Year. The Academic Incentive Compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while Employee is employed at LSU and shall be paid within 60 days of such date. To be eligible for such compensation, Employee must be employed by LSU as of the date on which the incentives are earned.

3. **Liquidated Damages for Termination by LSU Without Cause.** Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates Employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of the Base Salary and Supplemental Compensation which would have been payable to Employee for the unexpired Term.

A. **Duty to Mitigate.** Employee shall have a duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For purposes of this Section, “at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company. EMPLOYEE shall not directly or indirectly assist third parties in avoiding the effect of this Section by paying less than market value for EMPLOYEE’s services. In the event EMPLOYEE breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to EMPLOYEE or (ii) adjust payments to reflect the market value for EMPLOYEE’s employment or services. In the event EMPLOYEE obtains such other employment, EMPLOYEE must 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.

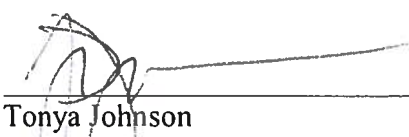
B. **Mitigation Schedule.** If Employee accepts other employment which triggers the duty to mitigate, liquidated damages shall be calculated as follows:

1. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee’s new employment agreement (regardless of term), or (ii) the specific annual compensation due for given year corresponding to this Agreement.
2. If new employment is at-will or not by contract, LSU will reduce future payments by the annualized compensation payable under the new employment for the remaining Term of this Agreement.


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 will pay LSU liquidated damages of 50 percent of

the Base Salary and Supplemental Compensation which would have been payable to Employee under the Agreement for the remaining Term

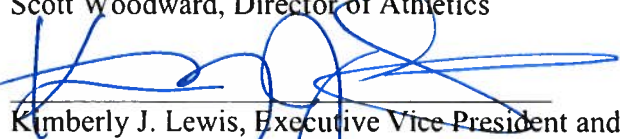
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
William F. Tate IV, President Date
 _____
Tonya Johnson Date
4/5/22

RECOMMENDED:



Scott Woodward, Director of Athletics



Kimberly J. Lewis, Executive Vice President and
Chief Administrative Officer



Board of Supervisors

**Request from LSU A&M to Approve Term Sheet for
the Head Men’s Basketball Coach**

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1

L.3. Appointments and all other personnel actions relating to varsity athletics coaches and Athletic Directors receiving a salary of \$250,000 or above.

2. Summary of the Matter

This resolution seeks approval of the proposed term sheet for Matt McMahon. The key terms are as follows:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Matt McMahon	Head Coach - Men’s Basketball	3/25/2022	6/30/2029	\$2,600,000

Notes:

- (a) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive in the first year of the contract. It does not include the value of any fringe benefits, such as car allowances, nor any one-time amounts, such as contract buy-outs, post-season incentive compensation or relocation allowances.

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to these employment contracts will be paid from revenues generated by the Athletics Department. While authorized by the term sheet, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars will be used.

5. Description of Competitive Process

Not applicable.

6. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the term sheet.

7. Parties of Interest

LSU and the above named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

1. Term Sheet: Matt McMahon, Head Men's Basketball Coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes William F. Tate IV, President, or his designee, to execute the term sheet for Matt McMahon as described in this item, in consultation with the Office of General Counsel.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND MATT MCMAHON

Position: Head Men’s Basketball Coach at LSU
Reporting: Coach shall report directly to Scott Woodward, Director of Athletics
Term: Effective no later than March 25, 2022 and ending June 30, 2029

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
 - No later than March 25, 2022 through June 30, 2023 \$2,200,000
 - July 1, 2023 through June 30, 2024 \$2,300,000
 - July 1, 2024 through June 30, 2025 \$2,400,000
 - July 1, 2025 through June 30, 2026 \$2,500,000
 - July 1, 2026 through June 30, 2027 \$2,600,000
 - July 1, 2027 through June 30, 2028 \$2,700,000
 - July 1, 2028 through June 30, 2029 \$2,800,000

Incentives:

Post-Season Participation:

- Southeastern Conference:
 - SEC Regular Season Champion (solo or shared) \$50,000 AND
 - SEC Tournament Championship \$50,000
- NCAA Tournament Appearance:
 - First Round (includes First Four) \$50,000 AND
 - Round of 32 \$50,000 AND
 - Sweet 16 \$50,000 AND
 - Elite 8 \$50,000 AND
 - Final Four \$50,000 AND
 - National Championship Game \$50,000 AND
 - NCAA Tournament Champion \$100,000
- Coach of the Year:
 - Southeastern Conference Coach of the Year \$25,000 AND
 - National Coach of the Year \$50,000
- Academic Incentive Compensation:
 - Single Year Academic Progress Rate 930 or above \$50,000

Other Special Incentives (paid by LSU or an affiliated foundation):

- Coach shall receive a one-time supplemental compensation payment of \$400,000 upon execution of the long-form Employment Agreement.
- Coach shall receive a courtesy vehicle, if available, or a vehicle allowance in the amount of \$999 per month.
- A relocation allowance to cover incidentals and other costs associated with moving and, if necessary, up to 14 days temporary housing at a location selected by the Athletic Department. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if Coach does not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

- At LSU’s sole discretion, LSU shall either (a) directly pay (as a business expense), or (b) fund any amounts payable as the result of the voluntary termination of Coach’s former employment agreement. If payment is made to Coach in satisfaction of this obligation, and it is deemed to be taxable compensation to Coach, LSU shall include in the amount funded a one-time additional amount sufficient to make Coach reasonably whole to the extent of any initial tax liability that may accrue to Coach.
- If LSU receives a post-season ban for two or more years or a scholarship reduction of two or more scholarships for three or more years, as a result of actions that occurred prior to the start date of this contract, one additional year (i.e., 2029-2030) will be added to the term of the contract.

Termination without Cause by University: If LSU terminates the employment of Coach without Cause, LSU will pay eighty percent (80%) of remaining Base Salary and Supplemental Compensation which would have been payable to Coach over the remaining Term with partial years and months pro-rated. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Coach shall have the duty to mitigate and use best efforts to obtain employment in another coaching or professional position as a college or professional coach, executive, or media commentator with a national or regional network, broadcast station, cable company, or streaming service with compensation at market value. For the purposes of this section, “compensation at market value” means compensation reasonably consistent with that of a person holding the same or similar position at a peer institution, firm, or company.

Coach shall not attempt to allow third parties to take advantage of this section as a means of avoiding paying the market value of Coach’s services. In the event Coach breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Coach (following notice to Coach and a reasonable opportunity for Coach’s new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Coach’s employment or services. Mitigation shall be calculated as follows:

- If new employment is via contract, LSU shall reduce future payments by the greater of:
 - The average annual compensation of Coach’s new employment agreement (regardless of term) or
 - The specific annual compensation due for given year corresponding to this Agreement.
- If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated except for any amount(s) that has or have been earned by Coach prior to the termination of Coach’s employment.

Termination by Coach: If Coach terminates his employment, Coach will pay to LSU (within 60 days of the date of termination) liquidated damages based on the date of termination as follows:

• March 25, 2022 through June 30, 2023	\$5,000,000
• July 1, 2023 through June 30, 2024	\$4,000,000
• July 1, 2024 through June 30, 2025	\$3,000,000
• July 1, 2025 through June 30, 2026	\$2,000,000
• July 1, 2026 through June 30, 2027	\$1,000,000
• July 1, 2027 through June 30, 2028	\$500,000
• July 1, 2028 through June 30, 2029	\$0

Miscellaneous: **THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Term shall not be valid or enforceable and Coach’s employment shall be “at-will” until both of these conditions are satisfied. Coach acknowledges that failure to disclose any and all criminal or civil matters from the past five years to LSU prior to signing this Agreement, including those currently pending but excluding non-felony traffic infractions, will serve as a basis to terminate employment for cause. The

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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

Both parties agree that an electronic signature of a party, whether digital or encrypted, included in this Term Sheet agreement is intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of a copy of this Term Sheet agreement bearing an original or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

ACCEPTED AND AGREED:



Scott Woodward
On behalf of Louisiana State University



Matt McMahon (Mar 21, 2022 17:21 CDT)

Matt McMahon

3/21/2022

Date

Mar 21, 2022

Date



Board of Supervisors

AMENDMENTS TO BYLAWS

BOARD OF SUPERVISORS MEETING | APRIL 8, 2022



Board of Supervisors

Recommendation to Amend Bylaws Relative to Nominating Committee, Board Officers, and Agenda

Date: April 8, 2022

1. Bylaw Citation

Pursuant to Article XI of the Bylaws

2. Summary of Matter

In March 2022, the Board approved the addition of the Nomination Committee to vet candidates who wish to serve as Chair-Elect. Currently, the bylaws limit the Chair to one, one-year term, but this proposal allows the Chair to serve a second, consecutive one-year term. If the Board elects the Chair for a second term, the Chair-Elect continues to serve for an additional year. If the Board does not elect the Chair for a second term, the Chair-Elect automatically becomes the Chair and the Board elects a new Chair-Elect.

The proposal also changes from three to five the number of Supervisors agreeing to add an item to the agenda.

3. Review of Business Plan

N/A

4. Fiscal Impact

None.

5. Description of Competitive Process

None.

6. Review of Legal Documents

None.

7. Parties of Interest

N/A

8. Related Transactions

N/A

9. Conflicts of Interest

None.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (the "Board") does hereby amend Article II; Article III, Section 6; and Article XIII of the Bylaws, to read as following:

ARTICLE II. OFFICERS AND STAFF OF THE BOARD

Section 1. Authority

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which "shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system." The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University.

Section 2. Chair of the Board

The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors. The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws. The term of Chair shall be one year, and a Supervisor may serve as Chair for two consecutive terms.

Section 3. Chair-Elect

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The qualifications to be elected Chair-Elect are that a Supervisor must have served on the Board of Supervisors two Chair-terms prior to the start of service as Chair-Elect. The term of Chair-Elect shall be one year, and a Supervisor may serve as Chair-Elect for two consecutive terms.

Section 4. Immediate Past Chair

The Immediate Past Chair is the Supervisor who most recently served as the Chair of the Board. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.

Section 5. Election of Officers

At the first regular meeting in the third quarter of each calendar year, the Board shall conduct an election.

If the Supervisor holding the Chair wishes not to serve a second, successive term, the Chair-Elect shall automatically assume the office of Chair. The Nominating Committee shall nominate Supervisors to serve as Chair-Elect, but the candidates shall not be a member of the Nominating Committee. Other candidates may be nominated from the floor by a Supervisor other than themselves and their nomination must receive concurrence of five (5) Supervisors. The Chair-Elect's term concludes when a new Chair-Elect is elected.

If the Supervisor holding the Chair wishes to serve a second term, the Board shall vote to retain the current Chair. If a majority of those present vote to retain the Chair, then the Chair-Elect shall retain the office of Chair-Elect. If there are insufficient votes to retain the Chair, the Chair-Elect shall assume the office of Chair and immediately begin their term. At that time, the Nominating Committee shall present nominations for Chair-Elect, and the Board shall elect a Supervisor for that office.

Section 6. Vacancies and Successions

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

By vote of 12 Supervisors, a Chair, Chair-Elect, or Past Chair may be removed from office, and the bylaw pertaining to vacancies shall apply.

ARTICLE III. MEETINGS

Section 6. Agenda

The Secretary of the Board shall collect items and organize an agenda for Board meetings.

All proposals for approval by the Board that emanate from the President or University officials shall be submitted to the President no less than fifteen (15) business days prior to the scheduled Regular Meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each Supervisor a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the schedule meeting date.

Proposals emanating from Supervisors may be placed on the agenda with approval by the Chair five (5) business days prior to a Regular Meeting. Upon written request of five (5) Supervisors, an item shall be added to the agenda if the item is submitted to the Chair at least five (5) business days prior to the scheduled Regular Meeting date. In accordance with the law, an item may be added to the agenda during a meeting.

In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a proposal, but in no event should such submission be made less than two (2) business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

In the event of a special Board meeting, the Chair shall dictate the timing of the preparations for an agenda.

The Board shall not act upon any matter not embraced in the notice for a meeting except upon unanimous vote consistent with La. R.S. 42:19.

When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

ARTICLE XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 8th day of April, 2022.

BE IT FURTHER RESOLVED, these amendments to the Bylaws, if adopted, will be effective immediately; and,

BE IT FURTHER RESOLVED, the Secretary to the Board is authorized to make minor and technical adjustments to the Bylaws to ensure proper codification.

Proposed Amendment to Bylaws to include a Nominating Committee and to change the Term of Chair, and to change the role of Chair-elect.

ARTICLE II. OFFICERS AND STAFF OF THE BOARD

Section 1. ~~Chair, Chair-Elect and Immediate Past Chair~~ Authority

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University.

Section 2. Chair of the Board

The term "Chair of the Board," as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors. The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws. The term of Chair shall be one year, and a Supervisor may serve as Chair for two consecutive terms.

Section 3. Chair-Elect

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The qualifications to be elected Chair-Elect are that a Supervisor must have served on the Board of Supervisors two ~~years~~ Chair-terms prior to the start of service as Chair-Elect. ~~The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. The term of Chair-Elect shall be one year, and a Supervisor may serve as Chair-Elect for two consecutive terms.~~

Section 4. Immediate Past Chair

The Immediate Past Chair is the Supervisor who most recently served as the Chair of the Board. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect.

Section 5. Election of Officers

At the first regular meeting in the third quarter of each calendar year, the Board shall conduct an election. If the Supervisor holding the Chair wishes not to serve a second, successive term, the Chair-Elect shall automatically assume the role of Chair. The Nominating Committee shall nominate ~~one~~ Supervisors to serve as Chair-Elect, but the candidates shall not be a member of the Nominating Committee. Other candidates may be nominated from the floor by a Supervisor other than themselves and their nomination must receive concurrence of five (5) Supervisors. The Chair-Elect’s term concludes when a new Chair-Elect is elected.

-If the Supervisor holding the Chair wishes to serve a second term, the Board shall vote to retain the current Chair. If a majority of those present vote to retain the Chair, then the Chair-Elect shall retain the office of Chair-Elect. If there are insufficient votes to retain the Chair, the Chair-Elect shall assume the office of Chair and immediately begin their term. At that time, the Nominating Committee shall present nominations for Chair-Elect, and the Board shall elect a Supervisor for that office.

Section 6. Vacancies and Successions

In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

By vote of 12 Supervisors, a Chair, Chair-Elect, or Past Chair may be removed from office, and the bylaw pertaining to vacancies shall apply.

ARTICLE III. MEETINGS

Section 1. Regular Meetings

The Board of Supervisors shall hold at least six regular meetings in each calendar year, but at least one regular meeting shall be held in each quarter of the calendar year. Other meetings of the Board may be called and held as provided by any rule, regulation, or resolution adopted by the Board. All regular meetings shall be held at meeting places designated by prior action of the Board.

Section 2. Special Meetings

Special meetings of the Board may be called by the Chair of the Board at any time, or by the Secretary upon receipt of a written request therefore signed by nine (9) Supervisors and specifying the purpose of the desired meeting. Notification shall be distributed and received by each Supervisor at least one (1) calendar day before the time of the meeting.

Section 3. Recessed Meetings

All meetings may be recessed from day to day until the completion of business.

Section 4. Quorum

Ten (10) Supervisors, eligible to vote, shall constitute a quorum for the transaction of official business.

Section 5. Vote

All official actions of the Board shall require the favorable vote of a majority of the Supervisors present and voting, and, in any event the favorable vote of at least seven (7) Supervisors. Proxy voting is prohibited.

Section 6. Agenda

The Secretary of the Board shall collect items and organize an agenda for Board meetings.

All proposals for approval by the Board that emanate from the President or University officials shall be submitted to the President no less than fifteen (15) business days prior to the scheduled Regular Meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each Supervisor a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the schedule meeting date.

Proposals emanating from Supervisors may be placed on the agenda with approval by the Chair five (5) business days prior to a Regular Meeting. Upon written request of ~~five~~ three (3) Supervisors, an item shall be added to the agenda if the item is submitted to the Chair at least five (5) business days prior to the scheduled Regular Meeting date. In accordance with the law, an item may be added to the agenda during a meeting.

In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a proposal, but in no event should such submission be made less than two (2) business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

In the event of a special Board meeting, the Chair shall dictate the timing of the preparations for an agenda.

The Board shall not act upon any matter not embraced in the notice for a meeting except upon unanimous vote consistent with La. R.S. 42:19.

When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

Section 7. Required Information for Matters to be Approved by the Board or President

All matters submitted to the President for approval either by the President or by the Board shall be submitted timely by the Chancellor or, for LSU, the President's designee(s), to the President. The President and officials designated by the President or the University Officers shall review all such submissions. If Board approval is required, the President and University Officers designated by the President shall prepare a proposal, including a recommendation to the Board, regarding the submission. The President and the University Officers will, in consultation with the Chancellors, prescribe specific templates and related information requirements for different types of matters.

All proposals for matters which may be approved by the President without Board action shall be submitted to the President no less than ten (10) business days prior to the date by which approval is needed. In exceptional circumstances, the President may, upon written justification, authorize in writing later submission of a matter which may be approved by the President. In exceptional circumstances when a later submission is requested, all information must be submitted to, and received by, the President at least three (3) business days prior to the date by which approval is needed. The President and University Officers may establish consultation or review requirements that must be met prior to submission of such matters to the President, and timelines for such consultations and reviews.

ARTICLE XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 8th day of April, 2022.



Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | APRIL 8, 2022

MINUTES
LSU BOARD OF SUPERVISORS MEETING
Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
Thursday, March 3 – Friday, March 4, 2022 | Time: 2:00 p.m. & 8:00 a.m. CT

I. Call to Order and Roll Call

Mr. Rémy Voisin Starns, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on March 3, 2022.

Present

Mr. Rémy Voisin Starns, Chair
Ms. Valencia Sarpy Jones, Chair-elect
Mr. Robert Dampf, Past Chair
Ms. Monica Aguilera
Mr. Glenn Armentor
Mr. Wayne Brown
Mr. Jay Blossman
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams

Absent

Ms. Laurie Aronson
Mr. Jimmie Woods
Mr. Richard Zuschlag

Also participating in the meeting were the following: Dr. William F. Tate IV, President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officer and administrators of the campuses; faculty and staff representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation and Pledge of Allegiance were delivered Michelle Lollie, a Physics PhD candidate.

III. Public Comment

There were no individuals registered for public comment.

IV. Committee Meetings

Mr. Starns adjourned the regular meeting to convene the committee meetings.

4.A. Research & Agricultural Extension Committee

Present for the Research & Agricultural Extension Committee were Ms. Werner, Ms. Aguilera, Mr. Brown, Mr. Morris, Ms. Jones, and Mr. Temple.

4.A.1. Briefing on Cancer Initiative

Overview from Dr. Nelson.

No action needed on the item.

4.B. Academic Committee

Present for the Academic Committee were Mr. Armentor, Mr. Morrow, Ms. Aguilera, Mr. Dampf, Ms. Jones, and Mr. Williams.

4.B.1. Request from the LSU Health Sciences Center - Shreveport for Continued Designation as a Center of Research Excellence for the Center for Emerging Viral Threats

Upon motion by Mr. Morrow, seconded by Mr. Dampf, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Health Sciences Center - Shreveport for continued designation as a Center of Research Excellence for the Center for Emerging Viral Threats.

4.B.2. Request from LSU Health Sciences Center - Shreveport to Establish a PhD in Pathology and Translational Pathobiology

Upon motion by Ms. Aguilera, seconded by Mr. Morrow, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - Shreveport to establish the PhD in Pathology & Translational Pathobiology.

4.B.3. Request from LSU Shreveport to Establish a Bachelor of Science in Exercise Science and Physiology

Upon motion by Ms. Jones, seconded by Ms. Aguilera, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to establish the Bachelor of Science in Exercise Science and Environmental Physiology.

4.B.4. Request from LSU Health Sciences Center - Shreveport to Establish a Bachelor of Science in Cardiovascular Technology

Upon motion by Ms. Aguilera, seconded by Ms. Jones, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences - Shreveport to establish the Bachelor of Science in Cardiovascular Technology.

4.B.5. Request from LSU A&M for Continued Authorization of the Transformational Technology & Cyber Research Center

Upon motion by Ms. Jones, seconded by Ms. Aguilera, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for continued authorization of the Transformational Technology and Cyber Research Center.

4.B.6. Consent Agenda

There were eleven items on the consent agenda. Upon motion by Ms. Aguilera, seconded by Ms. Jones, the following items were approved without objection.

Request from LSU A&M to Change the Degree Title of the Bachelor of Science in Learning Experience Design & Innovation to the Bachelor of Science in Learning Experience and Instructional Design

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to change the degree title of the Bachelor of Science in Learning Experience Design & Innovation to the Bachelor of Science in Learning Experience and Instructional Design.

Request from LSU A&M to Change the Degree Title of the Bachelor of Arts in Art to the Bachelor of Arts in Art & Design

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request to change the degree title of the Bachelor of Arts in Art to the Bachelor of Arts in Art & Design.

Request from LSU A&M to Award a Posthumous Degree to Ms. Courtney Lynn Kendall

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize LSU A&M to award the Bachelor of Science in Nutrition and Food Sciences (Dietetics concentration) to Ms. Courtney Lynn Kendall, posthumously.

Request from LSU Health Sciences Center - New Orleans to Establish Five Endowed Professorships

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to establish each of the following six Endowed Professorships:

1. AmeriHealth Mercy General Russell L. Honore' Professorship
2. Lori Whited Lacoste Professorship in Clinical/Trauma Surgery
3. Richard Robichaux Professorship
4. Sarah d'Autremont, MD Professorship
5. Cris Mandry, MD Professorship

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of each of the following six endowed professorships at LSU Health Sciences Center – New Orleans:

1. AmeriHealth Mercy General Russell L. Honore' Professorship
2. Lori Whited Lacoste Professorship in Clinical/Trauma Surgery
3. Richard Robichaux Professorship
4. Sarah d'Autremont, MD Professorship
5. Cris Mandry, MD Professorship

Request from LSU Alexandria to Establish the LSUA Endowed Professorship in Experiential Excellence

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the LSUA Endowed Professorship in Experiential Excellence.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the LSUA Endowed Professorship in Experiential Excellence.

Request from the LSU Agricultural Center to Establish Three Endowed Professorships

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center to establish the following three endowed professorships:

1. Louisiana Farm Bureau Professorship in Agricultural Policy I
2. Louisiana Farm Bureau Professorship in Agricultural Policy II
3. Durwood Joseph Newton Professorship in Sugarcane Variety Development

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the LSU Agricultural Center to establish the following three endowed professorships:

1. Louisiana Farm Bureau Professorship in Agricultural Policy I
2. Louisiana Farm Bureau Professorship in Agricultural Policy II
3. Durwood Joseph Newton Professorship in Sugarcane Variety Development

Request from LSU A&M to Establish Three Endowed Professorships

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the following three endowed professorships:

1. U. J. LeGrange Endowed Professorship in Accounting #12
2. Charles M. Smith Medical Endowed Professorship #1
3. Hannelore and Johannes Storz Professorship in Pathobiological Sciences

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of LSU A&M to establish the following three endowed professorships:

1. U. J. LeGrange Endowed Professorship in Accounting #12
2. Charles M. Smith Medical Endowed Professorship #1
3. Hannelore and Johannes Storz Professorship in Pathobiological Sciences

Request from LSU Health Sciences Center – New Orleans to Establish Three Endowed Superior Graduate Student Scholarships

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to establish each of the following three Endowed Superior Graduate Student Scholarships:

1. Nursing School Superior Graduate Scholarship
2. The Hanson Scholarship in Nursing Superior Graduate Scholarship
3. Drs. Tricia Paulsen '82 and Tom Paulsen Scholarship Fund

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of each of the following three endowed superior graduate student scholarships at LSU Health Sciences Center – New Orleans:

1. Nursing School Superior Graduate Scholarship
2. The Hanson Scholarship in Nursing Superior Graduate Scholarship
3. Drs. Tricia Paulsen '82 and Tom Paulsen Scholarship Fund

Request from LSU Shreveport to Change the Degree Title of the Bachelor of Science in Community Health to the Bachelor of Science in Public Health

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to change the degree title of the Bachelor of Science in Community Health to the Bachelor of Science in Public Health.

Request from LSU Shreveport to Enhance the Dalton Woods Endowed Professorship in Teaching

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to enhance the Dalton Woods Endowed Professorship in Teaching.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the enhancement of the Dalton Woods Endowed Professorship in Teaching at LSU Shreveport.

Request from LSU Shreveport to Enhance the Dalton and Sugar Woods Endowed First Generation Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport to enhance the Dalton and Sugar Woods Endowed First Generation Scholarship.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the request from LSU Shreveport to enhance the Dalton and Sugar Woods Endowed First Generation Scholarship.

4.C. Property & Facilities Committee

Present for the Property & Facilities Committee were Mr. Woods, Mr. Brown, Mr. Dampf, and Mr. Mallett.

4.C.1. Request from the LSU Agricultural Center for the Lease of Property at Rosepine Research Station in Vernon Parish, Rosepine, Louisiana

Upon motion by Mr. Brown, seconded by Mr. Dampf, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby the President of Louisiana State University, or his or her designee, to execute lease agreement(s) with highest responsive and responsible bidder(s) for the purpose of generating revenue for the LSU AgCenter to be utilized to address budget shortfalls and/or supplement other priority programs and;

BE IT FURTHER RESOLVED that the President of Louisiana State University, or his or her designee, be and he is hereby authorized to sign any subsequent lease(s) regarding the Rosepine Research Station which the President believes is in the best interest of LSU.

4.C.2. Update on Utilities Modernization Initiative

Ms. Kim Lewis reported the financial closing occurred the week prior to the meeting.

No action was required for this item.

4.C.3. Request to Amend the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

Upon motion by Mr. Mallett, seconded by Mr. Dampf, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the adjustment to add \$2,900,000 to the existing capital outlay project titled "Student Success Center" at Louisiana State University of Alexandria for a new total project cost of \$12,900,000.

BE IT FURTHER RESOLVED that the existing LSU A&M capital outlay project, "Library - Strategic Capital Plan Repairs and Upgrades" be renamed as "The Louisiana State University Library" project.

4.D. Athletics Committee

Present for the Athletics Committee were Mr. Temple, Mr. Blossman, Mr. Armentor, Mr. Brown, Mr. Dampf, Ms. Jones, Mr. Morrow, Ms. Werner, and Mr. Williams.

Request from LSU A&M to Approve New Employment Contract for Seven Assistant Coaches

Upon motion by Ms. Werner, seconded by Mr. Blossman, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes President William F. Tate, IV, Ph.D., or his designee, to execute the position changes with Kerry Cooks, Cortez Hankton, Jamar Cain, Joe Sloan, Matt House, Robert Steeples, and Michael Denbrock as described in this item, in consultation with General Counsel.

4.E. Risk Management Committee

The Risk Management Committee convened on Thursday, March 3, 2022 at 12:00 p.m.

The meeting was called to order by Mr. Mallett. Roll call was conducted.

Present for the Risk Management Committee were Mr. Mallett, Ms. Jones, Mr. Armentor, Ms. Aguilera, Mr. Brown, Mr. Dampf, Mr. Morris, Mr. Morrow, Ms. Werner, and Mr. Williams.

Also present were, President William F. Tate IV, Chief Auditor Chad Brackin, and Executive Kimberly Lewis.

Tony Ollmann with the firm Baker Tilly presented on risk assessments of public-private partnerships.

The committee took the FY2022 2nd Quarter Audit Summary

V. Reconvene Board Meeting

On Friday, March 4, 2022, the regular meeting was called to order. Roll call was conducted.

Present

Mr. Rémy Voisin Starns, Chair
Ms. Valencia Sarpy Jones, Chair-elect
Mr. Robert Dampf, Past Chair
Ms. Monica Aguilera
Mr. Glenn Armentor
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams

Absent

Ms. Laurie Aronson
Mr. Jimmie Woods
Mr. Richard Zuschlag

VI. Presentation on Large Procurements

Ms. Kimberly Lewis reported the RFP process has begun for dining services and software, as well as contract finalization of the Nike contract for Athletics.

There was no action needed for this item.

VII. Recommendation to Amend Bylaws Relative to Nominating Committee, Board Officers, and Agenda

Section 1. Chair, Chair-Elect and Immediate Past Chair

Louisiana Constitution, Article VIII, Section 7, creates the LSU Board of Supervisors which “shall supervise and manage the institutions, statewide agricultural programs, and other programs administered, through its system.” The uncommonly broad grant of constitutional authority allows the LSU Board of Supervisors to exercise broad jurisdiction, control, and authority over each and every aspect of the LSU System, including the structure, organization, personnel, assets, and activities of the University.

The term “Chair of the Board,” as used in these **Bylaws**, shall refer to the Supervisor who is the duly elected Chair or acting Chair of the Board of Supervisors. The Chair of the Board shall preside over all meetings of the board, serve as an ex officio member of all committees, name the appointive members of all standing and special committees of the Board, fill all vacancies in the membership of such committees, and conduct an annual self-evaluation of the Board in accordance with the provisions of these Bylaws.

The Chair-Elect of the Board shall perform the duties of the Chair in the absence of the Chair. The Immediate Past Chair shall perform the duties of the Chair in the absence of the Chair and the Chair-Elect. In the event all three such officers are absent from a Board meeting, the Board shall elect a temporary chair from those present to preside over such meeting.

At the first regular meeting in the third quarter of each calendar year, the Board shall elect from among its Supervisors a Chair-Elect, who shall serve for a maximum of one term. The Nominating Committee shall nominate Supervisors who are qualified, have experience, and identify an interest in serving as an officer of the Board. Candidates shall have served as a Supervisor for a duration of two Chair-terms by the time of election to be qualified to stand for an officer position. Other candidates may be nominated from the floor by a Supervisor other than themselves and with the concurrence of five (5) Supervisors. A majority of Supervisors, present and voting, shall be required for election. The Chair-Elect shall automatically succeed to the office of the Chair, which office will be for a maximum one-year term only. At the end of the Chair's term, the Chair shall automatically become the Immediate Past Chair and shall serve a one-year term.

Should a vacancy occur in the office of Chair, the Chair-Elect will assume the position of Chair. Should a vacancy occur in the office of Chair-Elect, the Board shall elect a successor from its membership. Should a vacancy occur in the position of Immediate Past Chair, it shall not be filled again until the Chair completes their term and then becomes the Immediate-Past Chair. When a vacancy is filled for a Chair and/or Chair-Elect, the term of the Chair and/or Chair-Elect expires at the election of a new Chair-Elect at the first regular meeting in the third quarter of the calendar year.

By vote of 12 Supervisors, a Chair, Chair-Elect, or Past Chair may be removed from office, and the bylaw pertaining to vacancies shall apply.

ARTICLE III. MEETINGS

Section 6. Agenda

The Secretary of the Board shall collect items and organize an agenda for Board meetings.

All proposals for approval by the Board that emanate from the President or University officials shall be submitted to the President no less than fifteen (15) business days prior to the scheduled Regular Meeting date of the Board or Executive Committee at which action is requested. The President, with appropriate input from the Chancellors and University Officers, shall prepare and forward to each Supervisor a tentative agenda for the meeting at least ten (10) business days prior to such regular meeting. The President and University Officers will consult with the committees at least ten (10) business days prior to the scheduled meeting date. The Board will receive all proposals, reports, and agenda items five (5) business days prior to the scheduled meeting date.

Proposals emanating from Supervisors may be placed on the agenda with approval by the Chair five (5) business days prior to a Regular Meeting. Upon written request of three (3) Supervisors, an item shall be added to the agenda if the item is submitted to the Chair at least five (5) business days prior to the scheduled Regular Meeting date. In accordance with the law, an item may be added to the agenda during a meeting.

In exceptional circumstances, which should be rare, the Chair, in consultation with the Chair-Elect and the President, may authorize a later submission of a proposal, but in no event should such submission be made less than two (2) business days prior to the meeting of the Board or Executive Committee, or such other period of time necessary to allow appropriate review, whichever is greater.

In the event of a special Board meeting, the Chair shall dictate the timing of the preparations for an agenda.

The Board shall not act upon any matter not embraced in the notice for a meeting except upon unanimous vote consistent with La. R.S. 42:19.

When a major project is contemplated by a campus, such as construction of a new facility, major renovation of an existing facility, or creation of a new program, the campus shall notify the President and the appropriate University Officers well before making a formal submittal of the matter for approval, and prior to making any public announcement of the project. The President shall, in the President's discretion, promptly notify the Chair, the Chair-Elect, the immediate past Chair, and the chair of the relevant Board committee of the contemplated project. Contemplated major projects should not be pursued to near completion, or announced publicly, by a campus without this prior notice to and approval of the President.

ARTICLE V. COMMITTEES

Section 6. Standing Committees

Unless and until otherwise decided by the vote of a majority of the membership of the Board of Supervisors, the standing committees of the Board shall consist of the committees described below:

L. Nominating Committee

Normally, to this committee shall be development of potential candidates for Board officer positions or other positions as requested by the Chair. The membership of this committee shall be

five members including the Chair, the Chair-Elect, the Immediate Past Chair, and the two Supervisors who most recently served as Chair of the Board. Candidates must indicate their interest in standing for office to the Nominating Committee by June 30 prior to the election. If a Supervisor who serves on the Nominating Committee indicates the intention to stand for election, they shall be recused from membership on the Nominating Committee. In the event there is a vacancy on the committee and no former chairs are available, vacancies shall be filled by 'alternates' assigned according to willingness to serve and seniority by date of first appointment to the Board. The terms of alternates shall terminate with the start of the term of the next Chair of the Board and be limited to a maximum of one year. If a Supervisor serves as a committee alternate, that Supervisor is prohibited from serving as an alternate in the subsequent year.

ARTICLE XIII. ADOPTION OF BYLAWS

These **Bylaws** shall be and become effective on the 4th day of March, 2022.

Upon motion by Mr. Mallett, seconded by Mr. Williams, the recommendation was approved without objection.

VIII. Approval of Minutes from the December 9-10, 2021 Board Meeting

Upon motion by Ms. Jones, seconded by Mr. Dampf, the minutes were approved without objection.

IX. Reports to the Board

- a. Semi-Annual Report Financial Report for Six-Month Period Ending December 31, 2021
- b. LSU System Quarterly Investment Report for Period Ending December 31, 2021
- c. LSU Quarterly Supplier Diversity Spend Report for Period Ending December 31, 2021
- d. LSU Operational Autonomies Savings Report
- e. Facility Summary Reports
- f. Quarterly Personnel Actions Information Report

Upon motion by Mr. Mallett, seconded by Mr. Armentor, the reports were approved without objection.

X. Personnel Actions Requiring Board Approval

Upon motion by Mr. Temple, seconded by Mr. Mallett, the personnel actions were approved without objection.

XI. Reports from Faculty Advisors and Staff Advisors

Faculty report provided by Dr. Mandi Lopez.

Staff report provided by Patricia Gaspard.

XII. President's Report

Informative report provided by Dr. Tate.

XIII. Approval of Committee Recommendations

Upon motion by Mr. Morrow, seconded by Mr. Armentor, the recommendations were approved without objection.

XIV. Chair's Report

The chairman provided an informative report.

XV. Adjournment

With no further business before the Board, the meeting was adjourned.



Board of Supervisors

REPORTS TO THE BOARD

BOARD OF SUPERVISORS MEETING | APRIL 8, 2022



Finance & Administration

**Report To the Board
April 8, 2022**

Affiliated Entities Reimbursements Report

The Louisiana Code of Governmental Ethics prohibits public servants from receiving anything of economic value from a source other than the governmental entity for the performance of official duties and responsibilities or services substantially related to public duties. However, the law allows public employees to receive supplementary compensation or benefits from alumni associations or foundations recognized by the Board. Louisiana Revised Statute (LA RS) 17:3390 requires that any request for payment over \$1,000 for any single transaction to, or on behalf of, a public employee by a nonprofit organization shall be approved in writing by the appropriate higher education management board in accordance with written policies and procedures. The updated Uniform Affiliation Agreement adopted by LSU affiliates in 2020 outlines the provisions for compliance. Below is a summary table of reimbursements by Affiliated Entity for the FY 2021 (from the inception of the new UAA through the end of the fiscal year) and the first two quarters of FY 2022. The Appendix include more detailed information on each reimbursement.

Reimbursements Greater than \$1,000 by Affiliated Entity

	FY 2021 (New UAA - 6/30/21)		Quarter Ending 9/30/21		Quarter Ending 12/31/21	
	Number of Payments	Total of Reimbursements	Number of Payments	Total Reimbursements	Number of Payments	Total Reimbursements
Louisiana 4-H Foundation	0	\$ -	0	\$ -	0	\$ -
LSU Alumni Association	0	\$ -	0	\$ -	0	\$ -
LSU Foundation	144	\$ 271,477	53	\$ 103,015	49	\$ 93,620
LSU Health Care Services Foundation	0	\$ -	0	\$ -	0	\$ -
LSU Health Foundation - New Orleans	84	\$ 226,641	20	\$ 43,850	38	\$ 78,930
LSU Health Sciences Foundation - Shreveport	22	\$ 45,253	9	\$ 24,192	14	\$ 42,996
LSU Healthcare Network	0	\$ -	0	\$ -	0	\$ -
LSU Medical School Alumni Association	0	\$ -	1	\$ 3,604	0	\$ -
LSU Research Foundation	0	\$ -	0	\$ -	0	\$ -
LSUA Foundation	4	\$ 6,792	1	\$ 1,063	2	\$ 2,212
LSUE Foundation	0	\$ -	0	\$ -	0	\$ -
LSUS Alumni Association	0	\$ -	0	\$ -	0	\$ -
LSUS Foundation	31	\$ 71,346	5	\$ 8,265	9	\$ 18,812
Pennington Biomedical Research Foundation	7	\$ 10,917	0	\$ -	0	\$ -
Tiger Athletic Foundation	11	\$ 34,157	4	\$ 4,945	1	\$ 2,337

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
NIEDRICH CURRAN-BAUER ANALYTICS	9/11/20	\$ 1,190.00	workshops needed to teach MKT courses
OLIVIER SOCIETY OF LOUISIANA C	9/21/20	\$ 2,014.00	Professor Joey Legoria purchased 11 webcasts for his continuing education courses for his CPA license
DAO ELSEVIER INC.	9/25/20	\$ 2,000.00	Brian Hanley, McLaughlin Prof open access to publication
BERRYMAN MDPI AG	9/28/20	\$ 1,865.22	Publication for Dr. Chao Wang
WATSON 2U GETSMARTER (US) LLC	9/29/20	\$ 2,800.00	Professional Development, MIT process analysis executive education program
Cynthia Van Der Werf	9/30/20	\$ 6,529.57	Travel
Jagannathan Ramanujam	9/30/20	\$ 2,839.83	Cellular Phone Expense
Kathleen Searles	9/30/20	\$ 1,249.33	Miscellaneous Operating Expense
Sohrab Soleimanof	9/30/20	\$ 2,655.05	Miscellaneous Operating Expense
Donald J. Lund	10/9/20	\$ 1,375.00	Miscellaneous Operating Expense
Rajesh P Narayanan	10/9/20	\$ 2,231.81	Miscellaneous Operating Expense
John Maxwell Hamilton	10/16/20	\$ 1,392.06	Travel
John Maxwell Hamilton	10/16/20	\$ 1,503.39	Membership Dues
Daniel T. Holt	10/28/20	\$ 1,141.18	Official Functions/Entertainment
Elsevier Inc (Dr. George Voyiadjis)	10/30/20	\$ 6,459.56	Miscellaneous Operating Expense
DAO PAYPAL *SUMAIGUOJIM EB	10/30/20	\$ 748.20	Dr. Dorman order this shredder for his research and undergraduate lab. UO Lab will paid \$1,000 and Dr. Dorman \$748.21
DAO PAYPAL *SUMAIGUOJIM EB	10/30/20	\$ 1,000.01	Dr. Dorman order this shredder for his research and undergraduate lab. UO Lab will paid \$1,000 and Dr. Dorman \$748.21
Haitao Mo	11/4/20	\$ 1,718.89	Training/Conference Expenses
Kathleen Searles	11/9/20	\$ 2,200.13	Miscellaneous Operating Expense
DAO WWW.RSC.ORG	11/11/20	\$ 1,327.70	James Dorman, Cain Professor 3 publishing research paper at the Royal Society of Chemistry Journal.
Courtney Szocs	11/16/20	\$ 1,064.94	Miscellaneous Operating Expense
Delbert Burkett	11/18/20	\$ 1,291.63	Miscellaneous Operating Expense
Joshua Lutz	12/1/20	\$ 1,000.00	Employee Award
Jinx Coleman Broussard	12/4/20	\$ 1,000.00	Employee Award
BERRYMAN ONLINE LEARNING CONSORT	12/8/20	\$ 1,850.00	OLC training for Gabe Trahan
Michal Brylinski	12/9/20	\$ 1,000.00	Employee Award
Raymond Pingree	12/9/20	\$ 1,000.00	Employee Award
John Maxwell Hamilton	12/11/20	\$ 1,414.45	Travel

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
John Maxwell Hamilton	12/11/20	\$ 1,005.95	Miscellaneous Operating Expense
Chris Dunaway	12/14/20	\$ 1,000.00	Employee Award
Deborah Cormier	12/14/20	\$ 1,000.00	Employee Award
Jeffrey A Davis	12/14/20	\$ 2,000.00	Employee Award
Sara Shields	12/14/20	\$ 2,000.00	Employee Award
Zhi-Yuan Chen	12/14/20	\$ 2,000.00	Employee Award
Zachary DeRouen	12/15/20	\$ 1,575.00	Training/Conference Expenses
Eunseong Ma	12/16/20	\$ 1,118.64	Training/Conference Expenses
Lisa Fultz	12/16/20	\$ 1,000.00	Employee Award
Philip L Kennedy	12/16/20	\$ 1,000.00	Employee Award
Christopher Todd Vidrine	12/17/20	\$ 1,665.80	Travel
Council for a Better Louisiana (Tom Galligan)	12/22/20	\$ 5,000.00	Membership Dues
HAGEN WORKPLACE RESOURCE LLC	12/22/20	\$ 1,745.81	Furniture relocation and Installation
Weiwei Xie	1/8/21	\$ 1,000.00	Employee Award
EUBA APPLE.COM/US	1/15/21	\$ 1,098.40	tech needs for Research
Dimuthu Ratnadiwakara	1/21/21	\$ 1,477.89	Training/Conference Expenses
Padmakumar Sivadasan	1/21/21	\$ 1,000.00	Training/Conference Expenses
Committee of 100 for Economic Development (Tom Galligan)	1/22/21	\$ 3,500.00	Membership Dues
COURVILLE ELSEVIER INC.	1/28/21	\$ 3,230.00	publication charges
NIEDRICH PAYPAL *SONASYSTEMS	2/1/21	\$ 1,600.00	Experiment Management system
TAYLOR IN *OF/BY/FOR ALL INC	2/8/21	\$ 7,000.00	Staff Training-Nedra Hains, Grant Benoit, Daniel Stetson, Courtney Taylor, Sarah Amacker
HURD AACSB INTERNATIONAL	2/11/21	\$ 1,095.00	The AACSB connects, shares, and inspires high quality business education - to network with other business school deans
TERRELL HON ASI GUN HBF PAO MA	2/12/21	\$ 1,555.91	Office Furniture
Peter Trentacoste	2/22/21	\$ 1,153.68	Travel
DAO ELSEVIER INC.	2/22/21	\$ 3,650.00	John Flake, Affolter Prof printing open access for research paper
Abigail Allison M. Peralta	2/25/21	\$ 2,000.00	Employee Award
Bulent Unel	2/25/21	\$ 1,000.00	Employee Award
Daniel Whitman	2/25/21	\$ 2,000.00	Employee Award
Thomas Greckhamer	2/25/21	\$ 2,000.00	Employee Award
Elecia B Lathon	2/26/21	\$ 2,000.00	Employee Award

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
DARR QUALTRICS	3/2/21	\$ 1,650.00	Joshua Darr: Respondents for geographically targeted research study.
Meghan Shara Sanders	3/4/21	\$ 2,340.00	Miscellaneous Operating Expense
Joseph J. Cabral	3/5/21	\$ 1,902.95	Supplies
STAMPS MECHANICAL TURK	3/8/21	\$ 1,080.00	Data Collection
Cynthia Van Der Werf	3/17/21	\$ 1,319.36	Supplies
ROBISON VT CPE PAYMENTS	3/17/21	\$ 1,000.00	Tina Harris Conference Registration
Chien-jen Chiang	3/18/21	\$ 3,200.00	Miscellaneous Operating Expense
Sharon W. Andrews	3/18/21	\$ 1,000.00	Employee Award
Sanaz Aghazadeh	3/23/21	\$ 1,000.00	Employee Award
American Council for Construction Education (Dr. Charles Berryman)	3/25/21	\$ 3,000.00	Membership Dues
DAO GA TECH BOOKSTORE EPOS	3/26/21	\$ 1,039.81	John Flake, Chair - cap and gown for graduations
HOLT MECHANICAL TURK	3/29/21	\$ 2,794.00	Amazon MTurk Data Collection for study examining how ideology shapes impact investing (Reg Tucker)
Junbo Wang	4/1/21	\$ 1,627.89	Miscellaneous Operating Expense
Erin Anthony	4/8/21	\$ 1,000.00	Employee Award
Selena Oswald	4/8/21	\$ 2,000.00	Employee Award
Sohrab Soleimanof	4/8/21	\$ 2,622.26	Supplies
US Dept of Homeland Security (Ka Ming Tam)	4/12/21	\$ 1,225.00	Employee Award
US Dept of Homeland Security (Ka Ming Tam)	4/12/21	\$ 2,500.00	Miscellaneous Operating Expense
JONES ELSEVIER INC.	4/12/21	\$ 3,230.00	publication charges
Courtney Szocs	4/13/21	\$ 1,673.48	Miscellaneous Operating Expense
GRIMM CIS*CISION-PRNEWSWIRE	4/14/21	\$ 1,751.00	Subscription to journalist database for research projects
GRIMM CIS*CISION-PRNEWSWIRE	4/14/21	\$ 1,751.00	Subscription to journalist database for research projects
GRIMM CIS*CISION-PRNEWSWIRE	4/14/21	\$ 1,751.00	Subscription to journalist database for research projects
Ken J Reichelt	4/15/21	\$ 1,020.52	Membership Dues
HOLT MECHANICAL TURK	4/21/21	\$ 2,730.00	Phase two data collection for study conducted by Reg Tucker (see abstract)
YouGov America, Inc (Dr. Kalmoe)	4/22/21	\$ 3,500.00	Professional Services
Josh Grimm	4/23/21	\$ 2,107.10	Training/Conference Expenses
Laura DeLaune Wiley	4/23/21	\$ 1,000.00	Employee Award
Michael G Benton	4/23/21	\$ 5,000.00	Employee Award
Sanaz Aghazadeh	4/23/21	\$ 1,000.00	Employee Award

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Amanda Dunlap	4/27/21	\$ 1,000.00	Employee Award
Ivan Agullo	4/27/21	\$ 1,000.00	Employee Award
Matthew Chambers	4/27/21	\$ 1,000.00	Employee Award
Tad Dallas	4/27/21	\$ 1,000.00	Employee Award
YouGov America, Inc (Dr. Ruth Moon)	4/27/21	\$ 7,000.00	Professional Services
Frank Womack	4/28/21	\$ 1,000.00	Employee Award
Michael Henderson	5/4/21	\$ 1,025.00	Professional Services
HOLT MECHANICAL TURK	5/4/21	\$ 2,000.00	See attached abstract--data for study conducted by Reid--fees paid in \$2000 increments
HOLT MECHANICAL TURK	5/4/21	\$ 2,000.00	See attached abstract--data for study conducted by Reid--fees paid in \$2000 increments
HOLT MECHANICAL TURK	5/4/21	\$ 2,000.00	See attached abstract--data for study conducted by Reid--fees paid in \$2000 increments
Andrew Burstein	5/5/21	\$ 2,151.32	Professional Services
Kehui Xu	5/5/21	\$ 1,000.00	Employee Award
Gaines M Foster	5/6/21	\$ 1,618.92	Miscellaneous Operating Expense
Millis Indexing Services (Dr. Will Mari)	5/6/21	\$ 1,330.25	Professional Services
MCINNIS TRAVEL SOUTH USA	5/9/21	\$ 1,295.00	Elizabeth McInnis to attend Travel South International to market the LSU Rural Life Museum
JONES ELSEVIER INC.	5/10/21	\$ 3,350.00	publication charges for Dr. Nancy Rabalais
Corrie Kiesel	5/12/21	\$ 1,000.00	Professional Services
Kaye Lewis	5/13/21	\$ 1,000.00	Employee Award
Anna Long	5/14/21	\$ 1,000.00	Employee Award
Joyce M Jackson	5/14/21	\$ 2,500.00	Employee Award
Laura Lagomarsino	5/14/21	\$ 2,500.00	Employee Award
Linda Hooper-Bui	5/17/21	\$ 1,000.00	Employee Award
Roberto Wong	5/17/21	\$ 1,000.00	Employee Award
David Ferris (DDF Creative) (Dr. Robert Mann)	5/18/21	\$ 2,011.00	Professional Services
STAMPS MECHANICAL TURK	5/18/21	\$ 2,000.00	Data Collection
Lauren Coats	5/19/21	\$ 1,500.00	Dist Faculty Award
Adam Melvin	5/24/21	\$ 4,500.00	Employee Award
Daniel E. Keniston	5/24/21	\$ 1,025.00	Miscellaneous Operating Expense
Ipsita Gupta	5/24/21	\$ 4,500.00	Employee Award

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Matthew Hiatt	5/24/21	\$ 3,000.00	Employee Award
James Nordlund	5/25/21	\$ 1,043.00	Miscellaneous Operating Expense
Yongcheol Lee	5/25/21	\$ 1,169.04	Miscellaneous Operating Expense
Patti Aymond	5/26/21	\$ 4,500.00	Employee Award
Public Library of Science (Dr. Ray Pingree)	5/26/21	\$ 1,695.00	Professional Services
DARR LUCID HOLDINGS LLC	5/27/21	\$ 1,600.00	Joshua Darr: First study for Diversity Equity Media award study.
DARR MECHANICAL TURK	5/28/21	\$ 1,423.80	Joshua Darr: Secon study for Manship DEM funding.
Dr. Joe Willis	6/1/21	\$ 1,015.20	Subscription
Kelby Ouchley	6/1/21	\$ 1,500.00	Miscellaneous Operating Expense
Boydell & Brewer, Inc (Alex Orwin)	6/2/21	\$ 2,500.00	Professional Services
Jas M. Sullivan	6/2/21	\$ 1,795.00	Miscellaneous Operating Expense
Gretchen Karcher Morgan	6/3/21	\$ 1,282.99	Travel
John Maxwell Hamilton	6/4/21	\$ 1,235.27	Miscellaneous Operating Expense
John Maxwell Hamilton	6/4/21	\$ 2,007.38	Travel
Soojin Kim	6/4/21	\$ 1,236.68	Miscellaneous Operating Expense
Christina Rothenbeck	6/7/21	\$ 1,500.00	Employee Award
Kristina Lindsey Hall	6/10/21	\$ 1,903.20	Miscellaneous Operating Expense
Angie Rincon	6/11/21	\$ 1,000.00	Employee Award
Ginger Brininstool	6/11/21	\$ 3,000.00	Employee Award
Tifini L. Batts	6/11/21	\$ 1,000.00	Employee Award
Premier Production & Sound Services LLC (Dean Joel Baines)	6/15/21	\$ 1,450.00	Professional Services
Dan H Rice	6/16/21	\$ 1,600.00	Miscellaneous Operating Expense
Keith B. Hall	6/16/21	\$ 1,061.51	Travel
Andrew Burstein	6/18/21	\$ 1,798.98	Travel
Michael Thomas Pasquier	6/18/21	\$ 1,023.80	Miscellaneous Operating Expense
Jared Scott Soileau	6/25/21	\$ 1,311.75	Miscellaneous Operating Expense
Hope Hickerson	6/29/21	\$ 1,369.00	Miscellaneous Operating Expense
Keith B. Hall	7/1/21	\$ 1,537.79	travel
Hunter Gilbert	7/2/21	\$ 3,000.00	awards
Heidi Thompson	7/6/21	\$ 1,500.00	travel to attend FL summer school
John Maxwell Hamilton	7/6/21	\$ 1,674.34	research and travel for research
Keith Alan Gonthier	7/6/21	\$ 2,500.00	awards

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Renee Dale	7/7/21	\$ 2,000.00	Services rendered to assist Dr. Gregg & Dr. Reiland
LSU Accounting Services	7/13/21	\$ 1,097.94	Chair for Lauren Zabaski
Zhenhua Chen	7/13/21	\$ 1,643.91	house hunting in BR
Koch Companies Public Sector, LLC	7/15/21	\$ 1,002.00	Books for Dr. Watson's class
Alexander Haas, Inc	7/21/21	\$ 2,500.00	Dean Jared Llorens Coaching and Consulting Fees
Alexander Haas, Inc	7/21/21	\$ 2,500.00	Dean Jared Llorens Coaching and Consulting Fees
Andrea Hebert	7/23/21	\$ 1,000.00	award
Hayley Johnson	7/23/21	\$ 1,000.00	award
Jacob Fontenot	7/23/21	\$ 1,000.00	awards
Ramachandra Devireddy	7/23/21	\$ 1,299.00	macbook repair
ROVARIS SR. LSU FOUNDATION	7/23/21	\$ 1,000.00	Director Circle Silver membership for Derick Rovaris
UPS Store 6801	7/26/21	\$ 1,731.72	printing for Len Apcar's book including student articles
Kennon Howell Keiser, Jr.	8/3/21	\$ 2,861.26	research dissertation trip and travel
Nathan Kalmoe	8/3/21	\$ 5,000.00	Lucid study for research
John Maxwell Hamilton	8/6/21	\$ 1,295.67	travel for research
LSU Accounting Services	8/11/21	\$ 1,452.38	Professorship allocation billing for Dr. Henry
Benjamin Kahan	8/12/21	\$ 1,000.00	award
Christopher G Arges	8/12/21	\$ 1,000.00	award
Craig E Colten	8/12/21	\$ 1,000.00	award
Maheshi Dassanayake	8/12/21	\$ 1,000.00	award
Nathan Kalmoe	8/12/21	\$ 1,000.00	award
Rongying Jin	8/12/21	\$ 1,000.00	Employee award
Leonard Apcar	8/13/21	\$ 3,272.00	research travel
RICHARDS SPORTS & ENTERTAINMENT	8/13/21	\$ 1,399.00	Travel to the LSU vs UCLA game in Claiforina for LSU Government Relations-Chris Vidrine
Alexander Haas, Inc	8/19/21	\$ 2,500.00	Dean Jared Llorens Coaching and Consulting Fees
Laura C. Alford	8/19/21	\$ 2,000.00	relocation expenses
Adelaide M. Russo	8/20/21	\$ 1,846.95	travel to France for research
MOON MARI AIRBNB HMCZJ8DQ2C	8/25/21	\$ 6,185.07	Booking research travel, summer 2022
US Dept of Homeland Security	8/27/21	\$ 2,500.00	Filing fees for Kubilay Cirik
Michael Johnson	8/30/21	\$ 1,280.00	research
Sohrab Soleimanof	8/30/21	\$ 2,165.00	surveys for research
RICHARDS UNIVERSITY CLUB (TATE)	9/7/21	\$ 2,815.54	Initiation and Membership Fees for President Tate

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Courtney Szocs	9/8/21	\$ 1,829.06	research expenses
Kimberly Peters	9/8/21	\$ 1,118.75	conference registration
Sherella Cupid	9/8/21	\$ 5,073.13	relocation expenses
BOULLION NATIONAL CERTIFIED PUB	9/8/21	\$ 1,300.00	Membership Dues Certified Public Manager Program Renewal Fee
Aaron Sheehan-Dean	9/9/21	\$ 1,913.22	Ireland travel and books for research
Meredith Veldman	9/9/21	\$ 1,427.72	illustrations for book
John Maxwell Hamilton	9/13/21	\$ 1,247.17	DC travel for research
Michael Johnson	9/14/21	\$ 2,040.00	research
Zhenhua Chen	9/17/21	\$ 1,501.59	relocation expenses
BERRYMAN ONINE LEARNING CONSORT	9/17/21	\$ 1,850.00	Online Certification for Elizabeth Green
WARNER WWW.RESEARCHPUBLISHING	9/17/21	\$ 3,587.00	Manuscript Publishing Fees
BERRYMAN ONINE LEARNING CONSORT	9/21/21	\$ 1,850.00	Online Certification for Carolina Resende
BERRYMAN ONINE LEARNING CONSORT	9/27/21	\$ 1,850.00	Online Certification for Sujata Subedi
Neil Johannsen	9/29/21	\$ 1,200.00	Research Incentives
Thomas J. Phillips, Jr.	9/30/21	\$ 2,148.21	Research Incentives
WINFIELD ECORNELL	9/30/21	\$ 2,520.00	Professionalization & Certificate Program
Michael Henderson	10/7/21	\$ 1,344.39	Travel expenses to present at APSA conference
Siddhartha Narra	10/7/21	\$ 1,925.00	Filing fees for permanent residence
National Academy of Inventors, Inc.	10/8/21	\$ 1,800.00	Membership fees for George Voyiadjis
WATSON HARVARD BUS EDUCATION	10/09/2021	\$ 2,015.50	Harvard Educational materials to MBA Students
PIKE HYATT HOTELS	10/10/2021	\$ 1,020.30	Pamela Pike conference hotel for college music society national conference
Amanda Ledet	10/13/21	\$ 1,318.30	MacBook Pro purchased to assist with researching and teaching
Sohrab Soleimanof	10/13/21	\$ 1,735.68	SMA membership
Chien-jen Chiang	10/19/21	\$ 1,225.00	I-485 filing fees- payrolled
TAUZIN HILTON	10/23/2021	\$ 1,138.92	Hotel stay for job interview candidate Monique Domingo
Christopher Todd Vidrine	10/25/21	\$ 1,250.80	Various expenses for traveling
WARNER MDPI AG	10/25/2021	\$ 1,912.32	Manuscript Publishing Fees Isiah Warner
Dr. Courtney Szocs	10/26/21	\$ 1,166.15	Scholarly research expenses
R MARI HEATH SLEDGE WRITING	11/01/2021	\$ 2,250.00	Development editor for book manuscript - balance
HURD AACSB INTERNATIONAL	11/02/2021	\$ 1,195.00	Jared's annual conference for AACSB
Anh Nguyen	11/3/21	\$ 2,281.27	Research datasets purchased to be used for projects
Julie Elliott	11/3/21	\$ 1,051.34	HCD conference expenses

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name	Payment Date	Amount	Purpose
Junbo Wang	11/3/21	\$ 1,111.38	Various paper submission fees, membership, and conference registrations
US Dept of Homeland Security	11/8/21	\$ 2,500.00	USCIS fee-Amirhosein Jafaris payrolled
Lipsey's	11/15/21	\$ 1,200.00	Dean D'elia and wife attend DC Mardi Gras-Payroll Reported
Michael Thomas Pasquier	11/15/21	\$ 1,293.79	Regalia for LSU events
LABORDE APPLE STORE #R263	11/16/2021	\$ 1,121.07	Purchase new iPhone and accessories
JONES WPY*NEW ORLEANS STEAMB	11/18/2021	\$ 5,000.00	The \$5,000 is the deposit for Slawo Lomnicki's Dioxinis 2022 Conference which will be held in New Orleans 10/9/22 – 10/14/22.
Ryanne Flanders	11/22/21	\$ 1,431.99	Travel expenses to attend RMMLF course
COLLOR AMAZON.COM*NI53G17K3	11/22/2021	\$ 1,188.30	Dr. Pallavi Rastogi Research books
COLLOR OAK HALL CAP & GOWN	11/23/2021	\$ 1,154.27	Dr. Pallavi Rastogi cap and gown to be worn for graduation ceremonies each year
SCHNEIDER APPLE STORE #R263	11/26/2021	\$ 2,566.70	Ipad Pro
Fahimeh Abbasi	12/1/21	\$ 1,200.61	GECE & Experiential XXI conference expenses
Kathleen Ann Pheney	12/3/21	\$ 1,101.29	MacBook Air purchased for admin duties
Kevin McPeak	12/3/21	\$ 1,996.73	AICHE meeting registration and travel expenses
Laura DeLaune Wiley	12/6/21	\$ 1,300.00	AAA workshop registration fees
Sherella Cupid	12/6/21	\$ 1,740.19	Travel expenses for NCA conference
Stephanie Walton	12/6/21	\$ 2,527.75	Purchased MacBook Pro for research and classes
Jared Scott Soileau	12/9/21	\$ 1,154.48	Accounting coding camp online courses
Padmakumar Sivadasan	12/9/21	\$ 1,149.23	Accounting coding camp online courses
Chardcie Verret	12/10/21	\$ 1,000.00	award- payrolled
John Sonnier	12/10/21	\$ 1,000.00	award- payrolled
Philip L Kennedy	12/10/21	\$ 1,000.00	award- payrolled
Raghuwinder Singh	12/10/21	\$ 2,000.00	award- payrolled
Rodrigo Diaz	12/10/21	\$ 1,000.00	award- payrolled
William F. Tate	12/10/21	\$ 19,790.84	President Tate's BRCC membership dues payrolled
Daniel Swale	12/13/21	\$ 2,000.00	award- payrolled
SUMNERS SQ *SPEEDY PRINTING	12/14/2021	\$ 1,824.35	CIA Exam Review Materials for LSUCIA students
John Anthony Pojman	12/16/21	\$ 1,000.00	Classroom materials- not sure if multiple people will be using
ABBOUD COUNCIL OF ACADEMIC DE	12/20/2021	\$ 1,005.00	CADREI membership dues for Dean Mitchell
W MARI PAYPAL *AIRBNB HMCZFF	12/20/2021	\$ 1,402.79	presenting at ICA in Paris in May 2022
DAO WILEY	12/21/2021	\$ 1,495.00	Jimmy Lawrence, Gautreaux Prof 2 printing charges for journal

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Foundation

Payee Name

ROBISON DRAKES CATERING

Jorge Pullin

R Kelley Pace

Payment Date

12/21/2021

12/23/21

12/23/21

Amount

\$ 1,484.45

\$ 1,197.31

\$ 1,052.70

Purpose

Renee Pierce retirement party- Retired after 22 years of service.

Canada travel to visit an institute for meeting with coauthor of publication

Travel expenses for SEA conferences

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Kern, Alison	7/1/20	\$ 2,642.25	Reimbursement for furniture purchased for new resident apartments
Culicchia, Frank	7/1/20	\$ 1,179.36	Reimbursement for end of the year celebration team building event for residents, chairman and program directors. *6/30/20 Accrual
Culicchia, Frank	7/1/20	\$ 1,301.84	Reimbursement for End of the year celebration dinner for residents only *6/30/20 Accrual
Harhad, Lynda	7/1/20	\$ 1,259.00	AGD Mastership Program
Harhad, Lynda	7/1/20	\$ 1,310.00	FAGD Fellowship
Honore, Peggy	7/1/20	\$ 1,243.47	Reimbursement combined meals and travel *6/30/30 Accrual
Weiss, Jayne	7/1/20	\$ 2,064.32	Reimbursement for resident graduation *6/30/21 Accrual
Girken, Kelli	7/1/20	\$ 1,216.00	Reimbursement for graduation gifts
Laughlin, Robert	7/10/20	\$ 3,768.90	Resimburse for Resident and outgoing Chiefs Meal
Laughlin, Robert	7/10/20	\$ 485.13	Reimbursement for employment appreciation
Fidel, Paul	7/10/20	\$ 1,573.61	Entertainment, Cell Phone, Supplies, Membership ASM
Winters, Jack	7/15/20	\$ 2,341.54	Annual Western Urologicforum *06/30/20 Accrual
Toshav, Aran	7/15/20	\$ 1,400.00	Graduation Baskets
Mays, Ashley	7/15/20	\$ 3,328.75	Medical Equipment purchased to assist with patient care
Morrison, John	7/15/20	\$ 3,395.95	Combined Dinner awards Ceremony in lieu of graduation *6/30/20 Accrual
American Association of Endodontics - M. Odom	7/15/20	\$ 1,010.00	M. Odom AAE Membership Renewal
Harvard Business School	7/15/20	\$ 7,500.00	Jayne Weiss program fee for professional development in leading through crisis.
Carter, Jeffrey	7/15/20	\$ 1,316.25	33rd EAST Annual Scientific Assembly
Kumar, Abhishek	7/16/20	\$ 1,484.07	ISASS 20 Annual Meeting
Amaya, Yahaira	7/22/20	\$ 1,850.00	AAPC Certification
P & P Consultants	8/14/20	\$ 4,000.00	Vascular Course
Quin, Sherrod	8/28/20	\$ 1,035.68	LSU Combined Medical/Dental Project - Peru Mission
Norbo, Kris	8/28/20	\$ 1,041.29	CE Class: Tethered Oral Tissues Specialty Training
Townsend, Mark	9/24/20	\$ 1,950.00	Board Certification Exam
Sheahan, Malachi	9/29/20	\$ 2,345.19	Journal Club for the Section of Vascular Surgery
Maxwell, Anne	10/22/20	\$ 5,541.81	New faculty relocation expenses
Canavier, Carmen	10/23/20	\$ 1,173.01	Housing for 14 days for Dr. Via Rodriguez paid for by Carmen Canavier during quarantine period.
Hollier, Larry	10/23/20	\$ 2,736.55	Expenses for August, September, and October
Williams, Andrew	11/16/20	\$ 1,111.00	NEI Membership Dues & LSBME Renewal

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Kern, Alison	11/18/20	\$ 1,353.06	Reimbursement for furniture purchased for new resident apartments
Kern, Alison	11/18/20	\$ 90.94	Department staff meeting to discuss resident program.
Russo, Emilio	11/20/20	\$ 2,183.43	Resident retreat
Park, Earl	11/20/20	\$ 1,065.69	Travel, vendor training
Johnson, Jeffrey	11/20/20	\$ 14,541.07	Resident Recruitment - 80 people for 3 events
Batson, Robert	11/30/20	\$ 1,365.00	Bariatric surgery collaboration dinner
Hollier, Larry	11/30/20	\$ 11,601.02	November 2020 Expenses
Stefaniwsky, Lilia	12/9/20	\$ 1,778.44	Reimbursement for resident and faculty apparel.
Mason, Carol	12/9/20	\$ 1,138.80	Reimbursement for board review in Critical Care Medicine
LDA	12/15/20	\$ 1,040.00	Reimbursement for membership dues
LDA	12/15/20	\$ 1,190.00	M. Odom Membership Renewal
Johnson, Jeffrey	12/15/20	\$ 1,337.17	Reimbursement for entertainment
Johnson, Jeffrey	12/15/20	\$ 1,015.00	Reimbursement for membership dues
Laughlin, Robert	12/15/20	\$ 3,906.00	Reimbursement for interview dinner
LDA	12/18/20	\$ 1,190.00	Membership dues for Richard Ballard
LDA	12/18/20	\$ 1,190.00	Membership dues for Paul Armbruster
Ehrlich, Alex	12/18/20	\$ 1,190.00	Reimbursement for LDA Membership dues
Karam, George	1/20/21	\$ 1,600.87	Reimbursement for printing in magazine
Academic Impressions	1/24/21	\$ 2,945.00	Online Bootcamp + Success Coaching
Mutter, Matthew	1/28/21	\$ 1,515.15	Reimbursement for outerwear. Void original & Re issue check*
Norbo, Kris	2/2/21	\$ 1,090.00	Reimbursement for dues
LSOMS	2/2/21	\$ 2,025.00	Reimbursement for recertification
LSOMS	2/2/21	\$ 9,000.00	Reimbursement for recertification
Park, Earl	2/18/21	\$ 1,207.00	Reimbursement for membership renewals
Johnson, Jeffrey	2/25/21	\$ 1,226.00	Reimbursement for membership dues
Hollier, Larry	2/25/21	\$ 1,342.85	Reimbursement Meals
LDA	2/25/21	\$ 1,190.00	Membership dues *VOID this check. Re issue is check# 140514
LDA	3/3/21	\$ 1,065.00	Membership dues
Dasa, Vinod	3/3/21	\$ 1,035.00	Membership dues
LDA	3/8/21	\$ 1,190.00	Membership Dues *this check replaces # 140386
Thomas, Katherine	3/12/21	\$ 1,974.38	Reimbursement for books
Norbo, Kris	3/12/21	\$ 2,016.00	Membership dues
Gunaldo, Tina	3/18/21	\$ 2,340.00	Reimbursement for gift cards
ADEA	3/26/21	\$ 5,950.00	Tuition for leadership course

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Weiss, Jayne	4/14/21	\$ 1,575.90	Reimbursement for Frames and graduation gifts
JKOMS Foundation	4/23/21	\$ 39,060.00	Resident Registration
Wolters Kluwer	5/3/21	\$ 2,350.10	Publication
Stang, Thoams	5/10/21	\$ 1,599.00	Travel prior request, but reimbursement for virtual course and no actual travel.
Shah, Sagar	5/10/21	\$ 1,599.00	Travel prior request, but reimbursement for virtual course and no actual travel.
White, Tyler	5/10/21	\$ 1,599.00	Travel prior request, but reimbursement for virtual course and no actual travel.
Courville, Joann	5/17/21	\$ 1,903.56	Alumni Activities inconjunction with dental conference
Zaid, Waleed	5/17/21	\$ 3,975.63	Course Expense reimbursement
Zaid, Waleed	5/17/21	\$ 2,485.65	Reimbursement for loupes
Stuke, Lance	6/2/21	\$ 1,460.95	Reimbursement for resident round table
Juengling & Associates	6/4/21	\$ 4,650.00	Executive Coaching
Shannon Alwood MD	6/17/21	\$ 1,161.90	Reimbursement for Dinner meeting with Section chief, PD, APDs, and chief residents to discuss upcoming academic year
Peacock, Lisa	6/18/21	\$ 1,082.15	Dinner to celebrate the academic successes of the 4th year residents in the OBGYN department.
Ali, Juzar	6/21/21	\$ 1,561.55	Medical Supplies reimbursement
Zito, Paul	6/21/21	\$ 1,555.32	PE Reimbursement
Johnson, Jeffrey	6/21/21	\$ 2,500.00	Reimbursement for course
Summers, Kelli	6/28/21	\$ 1,189.54	SCVS Travel
Dunham, Michael	6/28/21	\$ 1,632.72	Equipment - 3D Printer Reimbursement
Johnson, Jeffrey	6/28/21	\$ 1,012.00	Reimbursement for course
Dills, Madeline	6/28/21	\$ 2,227.17	SCVS Travel
Pew, Krystle	6/30/21	\$ 1,966.96	Reimbursement for rotation travel
Engel, Lee	7/13/21	\$ 1,500.00	Reimbursement for deposit for IM, EM/IM, Med Peds graduation lunch *6/30/21 Accrual
Weiss, Jayne	7/13/21	\$ 3,392.48	Reimbursement for 2021 Fellow and Resident Graduation *6/30/21 Accrual
Culicchia, Frank	7/13/21	\$ 3,433.38	Reimbursement for End of the Academic Year Celebration *6/30/21 Accrual
Ananthula, Aneesha	7/21/21	\$ 1,348.68	Reimbursement for educational supplies
Moeller, Laurie	7/21/21	\$ 4,166.66	Reimbursement for graduation

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
Kern, Alison	7/21/21	\$ 2,365.35	Reimbursement for resident orientation lunch
SPEAR Education	7/21/21	\$ 6,804.00	Membership
Hollier, Larry	7/27/21	\$ 1,044.94	Reimbursement for July expenses
Karam, George	7/29/21	\$ 1,546.85	Reimbursement for resident expenses
Townsend, Mark	7/29/21	\$ 1,641.82	Reimbursement for catering
Majumder, Rinku	7/29/21	\$ 1,805.02	Reimbursement for quarantine expenses
Johnson, Jeffrey	8/17/21	\$ 1,090.00	Reimbursement for membership dues & luncheon
D'Amore, Peter	8/17/21	\$ 2,275.91	Reimbursement for SOA travel
Hollier, Larry	8/23/21	\$ 1,354.60	Reimbursement for August Expenses
Stuke, Lance	9/14/21	\$ 1,680.02	Reimbursement for meals
Hollier, Larry	9/23/21	\$ 1,229.09	Reimbursement for September expenses
Shahan, Melachi	9/27/21	\$ 2,181.52	Southern Association for Vascular Surgery
Alykhan, Lalani	9/29/21	\$ 1,965.83	Reimbursement for SCVS Travel
AAE	9/30/21	\$ 1,044.00	Membership dues
Johnson, Jeffrey	9/30/21	\$ 1,980.00	Reimbursement for resident registration
Alwood, Shannon	10/6/21	\$ 1,293.00	Reimbursement for journal club
Bennani, Yussef	10/8/21	\$ 2,595.00	Reimbursement for virtual courses
Suwak, Patrick	10/12/21	\$ 1,508.96	Reimbursement for NASS Travel
Barnett, Scott	10/13/21	\$ 2,670.20	Reimbursement for American Society of Surgery of the hand travel
Hetzler, Laura	10/14/21	\$ 2,380.20	Reimbursement for housing for resident on rotation with damage to NOLA home.
National Association of Epilepsy Center	10/26/21	\$ 2,000.00	Membership dues
AAOS	11/5/21	\$ 1,055.00	Membership dues
Johnson, Jeffrey	11/5/21	\$ 1,902.82	Reimbursement for registration and hotel for residents
Mize, Brandy	11/19/21	\$ 1,495.00	Reimbursement for board review
Zura, Robert	11/19/21	\$ 1,075.00	Reimbursement for membership dues
Alwood, Shannon	11/19/21	\$ 3,467.06	Reimbursement for ACEP course travel
Mazalewski, William	11/19/21	\$ 1,495.00	Reimbursement of board exam
Armstrong Relocation Company	12/1/21	\$ 2,792.44	Relocation Expenses
Cable, Matthew	12/1/21	\$ 1,709.24	Reimbursement for MSTS Travel
Caffery, Terrell	12/1/21	\$ 3,222.97	Reimbursement for ACEP Conference
Crowell, James	12/1/21	\$ 2,274.78	Reimbursement for ACEP Conference
Johnson, Jeffrey	12/1/21	\$ 2,864.90	Reimbursement for interview dinners for 22 candidates/residents/faculty
LDA	12/1/21	\$ 1,199.00	Membership dues 2022

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Health Foundation - New Orleans

Payee Name	Payment Date	Amount	Purpose
LDA	12/1/21	\$ 1,049.00	Membership dues
Rowley, Eric	12/1/21	\$ 2,767.60	Reimbursement for ACEP travel
Wippel, Brittany	12/1/21	\$ 2,285.61	Reimbursement for ACEP travel
Simkin, Jennifer	12/1/21	\$ 4,200.00	Reimbursement for Grand Foundry
Dasa, Vinod	12/2/21	\$ 1,559.80	Reimbursement for reseach dinner
Fidel, Paul	12/7/21	\$ 3,295.00	Reimbursement for membersip
Beuttler, Marc	12/7/21	\$ 1,666.00	Reimbursement for dermatology conference travel
McMullen, Fred	12/13/21	\$ 3,772.54	Practice Marketing (\$1286.44) ; Supplies (\$36.00) ; Conf Reimb (\$2450.00)
Navarre, Marcy	12/13/21	\$ 1,750.00	PGY 3 ACEP Registration
Krause, Peter	12/16/21	\$ 1,676.83	Reimbursement for ortho trauma meeting travel
Bhandutia, Amit	12/20/21	\$ 1,506.55	Reimbursement for Ortho spine meeting travel
Burke, Victoria	12/20/21	\$ 1,895.00	Reimbursement for ISDA Leadership Academy
Caffery, Terrell	12/20/21	\$ 1,075.00	Reimbursement for Christmas Party
Canavier, Carmen	12/20/21	\$ 3,500.00	Reimbursement for Christmas Party deposit
Donnelly, Katelynn	12/20/21	\$ 1,228.22	Reimbursement for AAHKS conference travel
Erlich, Alex	12/20/21	\$ 1,199.00	Reimbursement for membership dues
Johnson, Jeffrey	12/20/21	\$ 1,235.00	Reimbursement for membership dues
LDA	12/20/21	\$ 1,074.00	Membership dues
LSUHSC	12/20/21	\$ 1,240.00	Reimbursement to LSUHSC (charged to PCARD) for registration
Peacock, Lisa	12/20/21	\$ 3,954.52	Reimbursement for AUGS annual meeting travel.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSU Medical School Alumni Association

Payee Name	Payment Date	Amount	Purpose
Katherine Diodene	8/19/21	\$ 3,603.60	Retirement gifts

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUA Foundation

Payee Name	Payment Date	Amount	Purpose
Adam Burch	9/22/20	\$ 1,000.00	Shelving/Carts
Kent Lachney	2/3/21	\$ 1,015.39	QuickBooks Texts
Tanya Lueder	3/8/21	\$ 1,276.77	Robotics Equip.
Sandra Gilliland	5/7/21	\$ 3,500.00	Conference Exp.
Susan Bowers	9/16/21	\$ 1,062.79	Conf./Workshops
Sandra Gilliland	10/27/21	\$ 1,212.42	Conference Exp.
Jennifer Innerarity	10/27/21	\$ 1,000.00	Conference Exp.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUS Foundation

Payee Name	Payment Date	Amount	Purpose
Alexander Mikaberidze	10/28/20	\$ 2,113.78	Purchase of material (books and prints) needed for academic research.
Alexander Mikaberidze	11/4/20	\$ 1,101.43	Archival documents from the Lithuanian State Historical Archives.
Michael Maguigan	11/4/20	\$ 1,645.77	Laptop
Alexander Mikaberidze	12/9/20	\$ 1,091.00	Request for Payment for digital copies of documents from the Lithuanian State Historical Archive for research on the biography of a Russian field marshal
Kyle R Blankenship	12/16/20	\$ 1,252.15	Meal for coaches and a new cell phone
Melissa Hawthorne	12/16/20	\$ 2,016.74	Books, subscription to Chronicle of Higher Education, suitcase and blue light blocking glasses.
William D Pederson	1/13/21	\$ 1,500.00	Tonisha Guin expensses related to research in India
Cheryl H White	1/27/21	\$ 1,527.41	Travel expenses for Christopher Scott documentary director/producer and translation fees of academic article for Shroud research.
Tami Knotts	4/6/21	\$ 3,164.07	Hotel for HUIC conference
Chengho Hsieh	4/14/21	\$ 1,079.03	Books
Nancy D Albers	4/14/21	\$ 2,626.73	Airline ticket to HUIC Conference
Yong Dai	4/14/21	\$ 1,412.38	Home Internet
Karen E James	4/21/21	\$ 2,677.08	Airline ticket to HUIC Conference
Mary L White	5/5/21	\$ 1,950.50	Memberships to AEA, ACHE, EDX and Conference registrations for SEA, NEDSI, AEA, MSU and Viscusi textbook
Minsun Kim	5/5/21	\$ 3,062.38	Cell phone and supplies and equipment to set up home office
Timothy M Shaughnessy	5/5/21	\$ 2,277.19	Office supplies, cell phone and home internet and membership to NAFE
Tami Knotts	5/12/21	\$ 3,105.56	Cell Phone, wireless, Internet, dropbox and laptop
Tauhidul Alam	5/19/21	\$ 1,776.00	Conference registration, Drone accessories, airpods and digital pen, supplies, home internet, phone and laptop
Melissa Hawthorne	5/26/21	\$ 4,603.48	External hard drive, Fire Tablet, Bose headphones, Article publication fees, Desktop Computer, USB adapters, portable monitors and power strips.
Aidong Zhang	6/2/21	\$ 1,250.09	Memberships to NAEYC and NCTM and home internet and teaching devices.
Alexander Mikaberidze	6/2/21	\$ 1,776.22	Document scan fee and research assistant pay.
Felice A Williams	6/9/21	\$ 2,468.53	Home internet and montly cell phone.
Samuel Cannon	6/9/21	\$ 2,602.95	Research materials and monthly home internet.
Yong Dai	6/9/21	\$ 1,037.47	Books, hard drive and video making supplies.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: LSUS Foundation

Payee Name	Payment Date	Amount	Purpose
Aidong Zhang	6/16/21	\$ 1,258.44	Registration to NCTM Conference, teaching device and books.
Claire Joa	6/16/21	\$ 4,390.99	Software and data collection fees and teaching supplies.
Michael Maguigan	6/16/21	\$ 4,172.07	Items for outreach including pens, pencils, stickers, stress relievers, and hats as well as items for us to attend meetings such as shirts, vests, backpacks, and padfolios.
Alexander Mikaberidze	6/23/21	\$ 2,709.68	Hotel for conference Society for Military History, books, rare early 19th century political print need for research.
Cheryl H White	6/23/21	\$ 2,347.95	Airline ticket to Italy for Dec. 2021 trip. International Center for Shroud Studies Conference and Exhibition.
Karen E James	6/23/21	\$ 6,162.89	Meals while on travel, Symposium registration, monthly cell phone and home internet, misc, items.
Melissa Hawthorne	6/23/21	\$ 1,185.86	Surface Pro and sound system and hard drive.
Carlos G Spaht, II	7/29/21	\$ 1,387.24	LaPrep expense for Sci-Port Admissions, staff lunch, lamination and meals for attendee.
Lucas J Morgan	8/11/21	\$ 2,039.18	JVC Camcorder
Lucas J Morgan	8/18/21	\$ 1,394.75	Nikon D7500 DSLR Camera Kit
Mehdi Darban	9/8/21	\$ 2,200.00	Gift Cards
Alexander Mikaberidze	9/22/21	\$ 1,243.50	Airfare/hotel for travel to Canada to evaluate a private collection that Noel Foundation and LSUS Foundation are considering acquiring.
Alexander Mikaberidze	10/13/21	\$ 2,803.66	Rare books
Cheryl H White	10/25/21	\$ 5,269.40	Airfare to France for Research Project 1873 Yellow Fever and airfair to Symposium at Museum of the Bible Washington DC.
Tami Knotts	11/3/21	\$ 1,462.04	Registration to ABEAI conference and airline ticket.
Yong Dai	11/3/21	\$ 869.06	Montly home internet services.
Mary L White	11/17/21	\$ 3,201.65	Membership to SBAA, Registration to SBAA conference, airline, hotel, parking and meals while at conference.
Tami Knotts	12/8/21	\$ 1,847.13	Travel expenses to ABEAI conference.
Alexander Mikaberidze	12/20/21	\$ 1,100.63	Laptop and rare prints.
Kyle R Blankenship	12/20/21	\$ 1,157.35	Meals, health insurance for Akeen White, airline ticket for Wuentin Jones student athlete.
Chengho Hsieh	12/20/21	\$ 1,101.38	Books and laptop.

Appendix: Affiliated Entities Reimbursement Details

Affiliate: PBRF

Payee Name	Payment Date	Amount	Purpose
Bonnie Hymel	1/21/21	\$ 2,916.99	Travel Reimbursement
Corby Martin	6/3/21	\$ 1,200.00	Publication of the year award
Emily Mire	6/3/21	\$ 1,200.00	Publication of the year award
John Apolzan	6/3/21	\$ 1,200.00	Publication of the year award
Kara Denstel	6/3/21	\$ 1,200.00	Publication of the year award
Peter Katzmarzyk	6/3/21	\$ 2,000.00	Publication of the year award
Robert Newton	6/3/21	\$ 1,200.00	Publication of the year award

Appendix: Affiliated Entities Reimbursement Details

Affiliate: TAF

Payee Name	Payment Date	Amount	Purpose
Katie Copeland	10/15/20	\$ 11,938.87	Gymnastics Other Expense; Gymnastics Equipment Expense
Katie Copeland	11/13/20	\$ 4,784.00	Gymnastics Equipment Expense
Scott Woodward	11/17/20	\$ 1,498.20	Athletic Department Dues Expense
Katie Copeland	1/4/21	\$ 1,604.19	Gymnastics Equipment Expense
Scott Woodward	1/8/21	\$ 1,615.53	Athletic Department Dues Expense
Scott Woodward	1/11/21	\$ 1,498.20	Athletic Department Dues Expense
Verge Ausberry	2/24/21	\$ 1,072.43	Athletic Department Fund Raising
Scott Woodward	3/25/21	\$ 1,557.84	Athletic Department Dues Expense
Katie Copeland	3/25/21	\$ 2,457.69	Gymnastics Equipment Expense
Katie Copeland	4/22/21	\$ 3,793.46	Gymnastics Equipment Expense
Scott Woodward	6/29/21	\$ 2,336.76	Athletic Department Dues Expense
Verge Ausberry	8/4/21	\$ 1,124.96	Athletic Department Fund Raising
Scott Woodward	8/19/21	\$ 1,557.84	Athletic Department Dues Expense
Tammye Lofton	9/14/21	\$ 1,219.52	FB Incidental Fund Expense
Verge Ausberry	9/24/21	\$ 1,042.65	Athletic Department Fund Raising
Scott Woodward	12/1/21	\$ 2,336.76	Athletic Department Dues Expense