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**Board of Supervisors**

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

*Issued June 17, 2020*

In order to address the COVID-19 pandemic, Governor John Bel Edwards took measures to protect the public and issued several proclamations pertaining the crowd sizes and public buildings. Due to the continuing state of emergency, the Governor issued Proclamation Number 75, effective between June 5 and June 26, 2020, allowing boards and commissions to meet via electronic means so long as the public could observe and offer input.

The mandates for physical distancing and public safety prevent the LSU Board of Supervisors from meeting in person and with members of the public. As such, the Board will conduct its meeting on June 19, 2020 through electronic means.

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

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

/s/ Jason Droddy

Jason Droddy

Office of the LSU Board of Supervisors

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LSU BOARD OF SUPERVISORS MEETING

*Virtual Meeting via Zoom*

*Friday, June 19, 2020 | Time: 10:00 a.m. CT*

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Oath of Office for Mr. Stone Cox
- IV. Public Comment
- V. Committee Meetings
  - A. Academic & Research Committee
    - 1. Request to Remove Name from University Property
    - 2. Request from LSU A&M to Establish the Graduate Certificate in Crime Mapping and Geospatial Intelligence Analytics
    - 3. Request from LSU A&M to Establish the Graduate Certificate in Emerging Information Technologies for Business
    - 4. Request from LSU Health Sciences Center - New Orleans for Full, Five-Year Approval of the Center for Evidence-Based Practice in Behavioral Health
    - 5. Special Presentation on the Return to Campus and COVID Preparations
  - B. Finance Committee
    - 1. Request to Approve the FY 2020 Supplemental Appropriation and FY 2021 Appropriations
    - 2. Request to Approve a Restricted Fund Account for the University Laboratory School
    - 3. Request from LSU Health Science Center in Shreveport to Approve the FY 2021 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purposes
    - 4. Request from LSU Shreveport to Amend the Criteria for Athletic Scholarships
  - C. Property & Facilities Committee
    - 1. Request from LSU Agricultural Center to Approve a Cooperative Endeavor Agreement for a Rice Mill to be Located in Crowley, La.
  - D. Athletics Committee
    - 1. Request from LSU Shreveport Athletics to Approve Contracts for Kyle Blankenship and Phillip Bohn
    - 2. Request from LSU Athletics to Approve Multiple Contracts
  - E. Audit Committee
    - 1. Request to Approve the FY2021 Audit Plan
- VI. Reconvene Board Meeting
- VII. Approval of Minutes from May 22, 2020
- VIII. Personnel Actions Requiring Board Approval
- IX. Reports from Council of Staff Advisors and Council of Faculty Advisors
- X. President's Report
- XI. Reports to the Board
  - A. Combined 2<sup>nd</sup> Quarter Summary

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

- B. LSU FY 2019-2020 Quarterly Investment Report for Quarter Ending March 31, 2020
- C. 3<sup>rd</sup> Quarter Informational Report
- XII. Committee Reports
- 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*



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# Board of Supervisors

SECTION A

ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 19, 2020



## Board of Supervisors

### Request to Remove Name from University Property

**Date:** June 19, 2020

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

##### L. Other Significant Matters

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

#### 2. Summary of Matter

In accordance with the Board Policy on Naming of University Facilities and Permanent Memorandum 2, LSU A&M's Naming Committee took up the matter of removing the name of Troy H. Middleton from the main LSU library. The matter was approved unanimously and endorsed by the appropriate University officials.

Troy Middleton of Mississippi enlisted in the U.S. Army in 1910, earned a commission in 1913, distinguished himself as an infantry officer during multiple engagements in both World Wars. Middleton was part of the original faculty of the U.S. Army's Infantry School.

Middleton was assigned by the Army to LSU's ROTC detachment and, upon completing the assignment, and retired to accept a position as an LSU administrator. He returned after World War II as an administrator and became president in 1951 and served until 1962. Shortly after retirement, Gov. John McKeithen asked Middleton to co-chair a biracial Commission on Human Relations, Rights, and Responsibilities.

Documents have recently been made public showing Middleton's role in continuing segregationist policies and practices despite a Supreme Court ruling allowing full access and participation of African Americans in University life. While African Americans had attended LSU prior to Middleton's presidency, the integration mandate occurred during his term and there is prevailing evidence that Middleton abrogated the law by limiting the full participation of African American citizens.

The University Naming Committee considered all of the factors pertaining to Middleton and acknowledged a stellar military career. However, the Committee voted to remove the name of Middleton from the library based on his efforts to deny American citizens from enjoying the equal rights and privileges guaranteed by the Constitution.

#### 3. Review of Business Plan

N/A

**4. Fiscal Impact**

N/A

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

Attachments

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College hereby approves the recommendation to remove the name Troy H. Middleton from the main library at LSU A&M.



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## Board of Supervisors

### Request from LSU A&M to Establish the Graduate Certificate in Crime Mapping and Geospatial Intelligence Analytics

Date: June 19, 2020

#### 1. Bylaw Citation

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

- I. Any new academic degree program

#### 2. Summary of Matter

##### Description and Need

LSU A&M is requesting approval to establish the Graduate Certificate in Crime Mapping and Geospatial Intelligence Analytics. This 15-hour program will train both traditional and non-traditional students, enhancing their career prospects in the criminal justice, intelligence/security analytics fields, academia, and the non-profit sector. This program will provide an interdisciplinary education by internationally recognized geospatial/sociology/anthropology faculty and liaison with local and state criminal justice agencies (e.g., LSU FACES Lab, East Baton Rouge District Attorney's Office, Louisiana State Police Crime Lab, Louisiana Commission on Law Enforcement) that will attract students to participate in this program.

This proposed graduate certificate program compliments existing sociology/criminology and geography/(forensic) anthropology related research ongoing at LSU and provides an opportunity for students to enhance their education through an interdisciplinary distribution of courses that are not the core of a traditional discipline. This certificate program will enhance LSU's mission to produce highly trained interdisciplinary graduate students for the State of Louisiana and surrounding regions. For instance, the Baton Rouge Police Department is in the process of developing a real-time crime center that would greatly benefit from having employees with the skills associated with this certificate program. As a second example, many police departments around the country at different levels of jurisdiction (e.g., local, city, county, state, federal) are hiring trained GIS crime analysts with interdisciplinary background in criminology/sociology/anthropology/GIS. Additionally, there are many peer institutions that offer graduate certificate programs in crime mapping & geospatial intelligence analytics (e.g., University of Cincinnati, University of Central Florida, Indiana University, Purdue University, University of Wisconsin-Milwaukee, and many more) which are offered both in traditional classroom settings and online.

##### Students

This proposed graduate certificate program will provide a range of knowledge, skills, and abilities that will put students and professionals in a competitive edge in the growing field of spatial crime intelligence analytics. Individuals that would be interested in this graduate certificate program include:

- Graduate students already pursuing a graduate degree in another discipline but are interested in developing specific spatial crime analytic and intelligence skills to complement their primary discipline.
- Professionals whose responsibilities include spatial analysis but have not received formal training in this area.
- Professionals with expertise in geospatial technologies that would like to refine their skills towards criminal intelligence analytics.

Projected enrollment is thus five students annually, growing to 25 enrollments within five years based on the current enrollment in the similar Graduate Certificate in Geographic Information Systems and the courses included in the proposed curriculum.

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

This certificate program will be overseen by a faculty committee, coordinated by the Graduate School, which includes representatives from each participating department, the Department of Geography and Anthropology and the Department of Sociology. All courses, but a newly proposed geography class (GEOG 4049 Geospatial Applications of Small Unmanned Aircraft Systems) that are included in this proposal, are currently offered in regular rotation. This certificate program will leverage classes currently taught in traditional departments, so there will be no additional resources required to implement the certificate program

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

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

- I. Board of Regents Proposal to Develop a New Academic Certificate Program and Budget

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Graduate Certificate in Crime Mapping and Geospatial Intelligence Analytics at LSU A&M, subject to approval by the Louisiana Board of Regents.





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## Board of Supervisors

### Request from LSU A&M to Establish the Graduate Certificate in Emerging Information Technologies for Business

**Date:** June 19, 2020

#### 1. Significant Board Matter

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

- I. Any new academic degree program

#### 2. Summary of Matter

##### Description and Need

LSU A&M is requesting approval to establish the Graduate Certificate in Emerging Information Technologies for Business. This 12-hour program will train both traditional and non-traditional students in the emerging information technologies utilized in the business arena, focusing on management of Artificial Intelligence, cloud computing, and cyber security to facilitate organizational needs. This program is inherently different than the recently approved Graduate Certificate in Cloud Computing and Machine Learning as it teaches the management of information technology in a business setting, not the technical aspects, which are taught in the Graduate Certificate in Cloud Computing and Machine Learning. These courses are already taught in the online MBA program and will allow students of both the MBA and other disciplines to specialize in this focal area.

Artificial intelligence (AI), cloud computing, and cyber security will place new demands on the Chief Information Officer (CIO) of any organization, and it is important that future business leaders understand the implications of business decisions on the enterprise. There are multiple solutions to these challenges offered by different providers of these services. For instance, AI implementation will influence the choices CIOs make in setting their broad technology agendas. CIOs will also need to manage the significant changes to software development and deployment processes. Recent national surveys indicate that many CIOs will be charged with overseeing or supporting formal data governance efforts. Louisiana is trying to attract tech companies such as DXC Technologies, located in New Orleans. However, there is a shortage of all types of professionals with skills and expertise in the emerging technologies such as cloud computing, artificial intelligence, and cyber security. It is not necessary to obtain a full undergraduate or graduate degree in emerging technologies to work in this area. This graduate certificate in emerging technologies allows students to complement their undergraduate/graduate degree with knowledge and skills in these emerging technologies.

The Louisiana Workforce Commission indicates all computer and information security analysts and administrator occupations to be five-star jobs with growth above the national average for the next ten years.

### Students

The proposed certificate is expected to initially bring in 10 students per year and is expected to increase to 40 students within four years. There is significant demand for this graduate certificate from LSU business undergraduates after they graduate and from current MBA students. The Online MBA program is growing considerably. To make it competitive with other regional and national programs, it needs to differentiate itself from other programs nationally. LSU's program is, thus, set to offer different specializations and certificates that can be earned while enrolled in the MBA program to increase its competitiveness and to keep up with national workforce trends.

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

This certificate program will be overseen by a faculty committee, coordinated by the Graduate School, which includes representatives from the Flores MBA program. All courses are currently offered in regular rotation online. This certificate program will leverage classes currently taught, so there will be no additional resources required to implement the certificate program. All foreseeable expenses will be covered through the revenue from the program.

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

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

- I. Board of Regents Proposal to Develop a New Academic Certificate Program and Budget

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Graduate Certificate in Emerging Information Technologies for Business at LSU A&M, subject to approval by the Louisiana Board of Regents.



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## Board of Supervisors

### **Request from LSU Health Sciences - New Orleans for Full, Five-Year Approval of the Center for Evidence-Based Practice in Behavioral Health**

**Date: June 19, 2020**

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

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 - New Orleans is requesting full, five-year approval of the Center for Evidence-Based Practice in Behavioral Health. The Center is a collaboration between LSUHSC-NO School of Public Health - Department of Behavioral and Community Health Sciences and the Louisiana Department of Health - Office of Behavioral Health (OBH). Its mission is to support the State and its agencies, organizations, communities, and providers in the selection and implementation of evidence-based interventions to promote youth and family well-being, improve behavioral health outcomes, and to address challenges related to sustaining quality practice. The Center aims to serve the State as a catalyst in making evidence-based interventions available and accessible to the children, families, and individuals exhibiting the greatest need for quality behavioral health support.

In 2016, the Provider Survey of Youth Related Services exposed the urgent need to expand access to evidence-based practices for children. The statewide survey found that less than 60% of the mental health services, funded by Medicaid, reported utilizing evidence-based practices, and even fewer providers reported the adoption of key research-supported components of quality practice. A significant number of providers reported not using written training curricula, structured supervision, fidelity monitoring, and manualized treatment approaches. These are all common components of evidence-based practices. Furthermore, these studies revealed that the populations with the least access to evidence-based care were young children and their parents. With the identification of several gaps in current behavioral health services, it has been clear that the Center can help guide the state toward improved outcomes.

During its inaugural and conditionally approved year of existence, the Center for Evidence-based Practice in Behavior Health has formed several advisory groups to support the Center in its mission. The Managed Care Organization (MCO) Behavioral Health Workgroup consists of behavioral health program managers from Louisiana's MCOs. Together, they have strategized on ways to more efficiently collaborate on the implementation and dissemination of EBP training for LA behavioral health providers. United Healthcare, Louisiana Healthcare Connections, Aetna, Healthy Blue, AmeriHealth Caritas, and Magellan are all active in this group.

Additionally, the Implementation Team is a group of behavioral health clinicians and administrators from all corners of the state that have generously offered their expertise to help guide the Center's efforts. We plan to continue utilizing our local experts to inform EBP implementation and policy.

In 2019, the Center sponsored evidence-based program (EBP) training in Parent-Child Interaction Therapy, Child-Parent Psychotherapy, Trauma-Focused Cognitive Behavioral Therapy, and Preschool PTSD Treatment. One hundred and thirty-four practitioners are working towards certification in an EBP through training sponsored by the Center. Training in research-informed practices was also sponsored and coordinated by the Center, including Motivational Interviewing, Trust-Based Relational Intervention, and Cognitive Behavioral Therapy. Two hundred and eighty practitioners were trained in a research-informed practice in 2019. Furthermore, significant progress was made in web-based tools, such as our website ([laevidencetopractice.com](http://laevidencetopractice.com)) utilized by behavioral health providers and stakeholders across the state.

The Center for Evidence to Practice has served as an asset to the state by spearheading the shift towards greater access to quality, evidence-based behavioral health services in Louisiana. Collectively, the Center for Evidence to Practice and the School of Public Health envisions a healthier Louisiana with a well-equipped workforce and believes that this can be achieved through a collaborative and innovative approach focused on education and outreach. LSUHSC School of Public Health has a history of dedication to service, a value that this center has upheld through its efforts to improve behavioral health for youth and families across the state.

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

The Center for Evidence to Practice's contract is supervised by a small team at the Louisiana Department of Health – Office of Behavioral Health. These individuals include Karen Stubbs, JD, Dr. Janice Williams, Dr. James Hussey, and Dr. Kristin Savicki.

Dr. Stephen Philippi, the Project Director, oversees the Center for Evidence to Practice's efforts on a day-to-day basis. Lindsay Simpson, the Program Administrator, and Dr. Sonita Singh, the Evaluator, report to Dr. Philippi. LSUHSC and the School of Public Health administrators have been incredibly supportive of the Center for Evidence to Practice's endeavors. Our work has not influenced the administrative structure of the LSUHSC School of Public Health.

The Center receives funding through a contract with the OBH, backed by Medicaid. LSUHSC-NO has been awarded another project contract for \$795,113 from July 2019 to June 2020, and a three-year Work Order is currently being processed, which would secure funding for 2020-2023 in the amount of \$2.7 million. Additional funding sources may include SAMHSA grants, partnerships with other state agencies, and local foundations.

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

A Board of Regents Form B: Request for Full Approval of a New Academic/Research Unit and budget form are on file with the LSU Office of Academic Affairs.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Health Sciences –New Orleans for full, five-year approval of the Center for Evidence-Based Practice in Behavioral Health, subject to approval by the Louisiana Board of Regents.



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# Board of Supervisors

SECTION B

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 19, 2020



## Board of Supervisors

### Approval of FY 2020 Supplemental Appropriation and FY 2021 Appropriation

**Date:** June 19, 2020

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1

- 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

Each June, the Board of Supervisors authorizes the distribution of supplemental state appropriations prior to the end of the current fiscal year, and the distribution of next year's state appropriation prior to the start of the new fiscal year. The Board then approves the University's annual operating budget at their September meeting. This item and resolution addresses the first of these steps. Additional information on the FY 2020 Supplemental Appropriation and the current status of the FY 2021 Appropriation is included below.

#### FY 2020 Supplemental Appropriation

House Bill 307 (HB307) of the 2020 Regular Legislative Session, the Supplemental Appropriation Bill, provides amended appropriations for FY 2020. The supplemental appropriation bill provided an additional \$23,300,000 for Fees and Self-generated, \$25,811 for Statutory Dedications authority, \$44,692 for Interagency Transfers (IAT) from the Minimum Foundation Program, and \$29,358,450 for IAT from the Governor's Office of Homeland Security and Emergency Preparedness as follows:

#### **Fees & Self-generated Revenues**

- \$ 7,500,000 - LSU A&M - due to changes in enrollment
- \$ 1,800,000 - LSU Alexandria - due to changes in enrollment
- \$13,000,000 - LSU Shreveport - due to changes in enrollment
- \$ 1,000,000 - LSU Health Sciences Center -Shreveport - due to changes in enrollment

#### **Statutory Dedication Revenues**

- \$25,811 - LSU Laboratory School - payable out of the Education Excellence Fund

#### **Interagency Transfers**

- \$44,692 - LSU Laboratory School - payable out of the State General Fund from the Minimum Foundation Program
- \$29,358,450 - LSU Board of Supervisors - payable out of the State General Fund by Interagency Transfers from the Governor's Office of Homeland Security and Emergency

Preparedness related to COVID-19 response efforts. LSU will need to submit approved reimbursable expenses in order to realize these transfers. This amount is intended to partially offset the expected reduction in FY21 State General Funds outlined below.

- o \$5,361,800 - LSU A&M
- o \$2,576,300 - LSU Alexandria
- o \$5,350,000 - LSU Health Sciences Center-New Orleans
- o \$7,277,700 - LSU Health Sciences Center-Shreveport
- o \$3,076,600 - LSU Eunice
- o \$ 781,100 - LSU Shreveport
- o \$3,434,950 - LSU Agricultural Center
- o \$1,500,000 - Pennington Biomedical Research Center

**FY 2021 Appropriation**

The general appropriations bill (HB1) is being considered in the 2020 First Extraordinary Session, scheduled to adjourn no later than 6:00 p.m. on June 30<sup>th</sup>. As previously mentioned, the IAT provided in the FY 2020 Supplemental Appropriation of \$29.4 million partially offsets the FY 2021 reduction in State General Fund of \$35.7M. The net effect is an expected \$6.3 million, or 1.7%, reduction in state funding across the LSU System in FY 2021. The current status of the FY 2021 appropriation for the LSU System is presented in the table below.

**FY 2021 General Appropriations Bill (HB1)**

<b>Means of Financing &amp; Table of Organization</b>	<b>Existing Operating Budget as of</b>	<b>FY 2021 Budget Bill HB 1</b>	<b>Over/Under EOB</b>
State General Fund (Direct)	\$361,575,925	\$325,909,589	(\$35,666,336)
Total Interagency Transfers	\$7,614,116	\$7,614,116	\$0
Fees & Self-generated	\$585,607,236	\$619,757,120	\$34,149,884
Statutory Dedications	\$29,874,793	\$26,904,716	(\$2,970,077)
Interim Emergency Board	\$0	\$0	\$0
Federal Funds	\$13,018,275	\$13,018,275	\$0
<b>Total</b>	<b>\$997,690,345</b>	<b>\$993,203,816</b>	<b>(\$4,486,529)</b>

The amounts shown above include the following line item appropriations:

**State General Fund (Direct)**

- \$2,000,000 - LSU Agricultural Center
- \$1,750,000 - Pennington Biomedical Research Center
- \$1,119,289 - LSU Health Sciences Center - Shreveport - for the Louisiana Poison Control Center



The attached resolution authorizes the President to begin distributing all appropriations received for FY 2021. The final FY 2021 University operating budget will be presented to the Board for approval at its September 11, 2020 meeting.

**3. Review of Business Plan**

N/A

**4. Fiscal Impact**

Stated in the Summary.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

A legal review is not required for this budget item, but there are constitutional provisions related to the appropriations process. Article VII, Section 5 [D] [4] of the Louisiana Constitution requires the Board of Regents to develop a funding formula as a component of the Master Plan for Public Postsecondary Education for the equitable distribution of funds to the institutions of postsecondary education. Article VIII, Section 12 of the Louisiana Constitution states that appropriations for the institutions of higher education shall be made to their managing boards and the funds appropriated shall be administered by the managing boards and used solely as provided by law.

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the Interim President of LSU Thomas Galligan, or his designee, to act on behalf of the Board in presenting the

methodology and distribution of appropriations and related budget information for FY 2021 to the institutions of the University, the Board of Regents, the Governor and his agencies, and the Legislature or its committees as required between meetings of the Board, and hereby delegates all such authority necessary to accomplish such purposes; and

**BE IT FURTHER RESOLVED** that the actions taken herein constitute approvals of the appropriations, not specific approval of the FY 2021 operating budgets of any budget entity of the University, as required, which remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.



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## Board of Supervisors

### **Request from LSU A&M to Approve Re-Allocation of University Laboratory School Restricted Tuition to Support General Operating Budget**

**Date: June 19, 2020**

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

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

In July 1999, after receiving legislative approval, the LSU Board of Supervisors approved two consecutive increases to the University Laboratory School tuition, as follows:

- \$500 increase for the 2000-2001 academic year
- \$265 increase for the 2001-2002 academic year

The intent, and stipulation by the Board of Supervisors, were for the tuition increases only to be used to fund the necessary capital renovation and new construction projects, which were approved by the Board of Regents and legislature, for the University Laboratory School. The renovation and new construction projects (ULS cafeteria and classroom additions) totaled approximately \$5.5 million, and the approval specified that the source of funding for these projects would be revenue bonds. The Board of Supervisors approved the increased tuition and restriction of those funds, in order to provide a dedicated revenue stream required to support the issuance of revenue bonds to finance the approved projects.

Since that time, the University Laboratory School has continued to experience exponential growth in student population, leading to an expansion of the school's academic, athletic, and performing arts curriculum and extra-curricular activities offered. Such growth and success has resulted in the need for additional resources to support the school's general operating budget. The annual decrease in bond payments, for the renovation and construction projects referenced above, have resulted in an excess allocation of restricted tuition that could now be utilized to support the growing operational expenses of the school, as opposed to an additional increase to student tuition.

#### **2. Fiscal Impact**

Currently, the University Laboratory School's general operating budget is comprised of Minimum Foundation Program (MFP) funding from the Louisiana State Legislature and nearly matched supplemental student tuition, charged through the University. MFP funding is calculated based on a formula adopted by the state legislature to equitably allocate funding for education to school districts as a block grant. As a result, the University Laboratory School receives an allocation per enrolled student.

For FY2020, funding totals for MFP and Student-Charged Tuition are approximately \$7.6 million and \$6.9 million, respectively. Of the \$6.9 million in student tuition, \$1,086,766 is currently

allocated in a restricted account for debt service on the issued bonds. As illustrated in the attached schedule, the annual debt service payment for this fiscal year totals \$825,457, resulting in an excess of restricted revenue in the amount of \$261,309. The restricted tuition allocated for bond payments, is calculated on a per student basis for the total \$765, as outlined in section one. The allocation amount is expected to remain consistent overtime, as it is directly associated with number of students enrolled each academic year. Whereas the debt service payments, outlined in the attached schedule, will continue to decrease annually, resulting in an annual surplus of tuition dollars that currently cannot be utilized to support the University Laboratory School general operating budget. The reallocation of restricted tuition, if granted, will allow the University Laboratory School much needed flexibility in the general operating budget without having to make subsequent requests to the Board of Supervisors to increase student tuition.

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

Appropriate campus approvals and related documentation are on file with the LSU Office of Academic Affairs and the LSU Office of Finance and Administration.

### **4. Certification of Compliance with Article VII, Section 1, Paragraph M of the Bylaws of Louisiana State University Board of Supervisors**

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

## **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to reallocate a portion of tuition revenue, which was initially approved as restricted funds to support the issuance of revenue bonds for construction, not to exceed the amount required for the annual debt service payment, to the University Laboratory School general operating budget.

**BE IT FURTHER RESOLVED** that the Board of Supervisors authorizes the President to approve annual adjustments to the restricted tuition allocation amounts, as needed to support the general operational efforts and service provided to the students of the University Laboratory School, but not to exceed the amount required for the annual debt service payment.

## BUDGET AND FINANCE COMMITTEE

### Item No. 2: Recommendation to restrict tuition at the LSU Laboratory School

#### Executive Summary

At its July 16, 1999 meeting, after receiving legislative approval in the 1999 Regular Session, the LSU Board of Supervisors approved increases in Laboratory School tuition charged for students which included the following:

- 1) \$500 increase for the 2000-2001 school year
- 2) \$265 for the 2001-2002 school year

The Board stipulated that these tuition increases could only be used to fund the necessary capital renovation and new construction projects, provided that such projects must first be approved by the Board of Regents and legislature before the tuition increases could be implemented. Renovation and new construction projects (cafeteria and classroom addition) totaling \$5,536,000 that the \$500 and \$265 tuition increases are intended to fund for the LSU Lab School were approved by the Board of Supervisors, the Board of Regents and the legislature in the 2000 Regular Session. The approval specifies that revenue bonds will be the source of funding for these projects.

In order to provide a dedicated revenue stream required to support the issuance of revenue bonds to finance these projects, LSU and A&M College is requesting that the Board approve restricting all revenues generated by the \$500 increase effective with the 2000-2001 school year and the \$265 increase effective with the 2001-2002 school year.

#### Recommendation

It is recommended that the Board of Supervisors adopt the following resolution:

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize that funds generated by the LSU Laboratory School from the \$500 increase in tuition effective with the 2000-2001 school year and the \$265 increase in tuition effective with the 2001-2002 school year be restricted in order to provide a dedicated revenue stream required to support the issuance of revenue bonds to finance the approved renovation and new construction projects.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' or similar character, followed by the date '8/2/2000' written in a cursive style.

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July 14, 2000

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7A24. Recommendation to approve the establishment of the Janet I. and E. Robert Theriot Professorship #2, Ourso College of Business Administration at LSU and A&M College	16-17
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8A1. Recommendation to authorize the execution of Right-of-Way Agreements with Williams Communications, Inc. for fiber optic cable installation at three locations in East Baton Rouge and Iberville Parishes <b>(In accordance with applicable state law, the LSU Board of Supervisors anticipates calling an Executive Session to discuss this matter, which will be deferred and considered along with "Item 9" on the Board Meeting Agenda)</b>	17-18
8A2. Recommendation to authorize a Cooperative Endeavor Agreement between the City of Shreveport and Louisiana State University in Shreveport for the development and operation of the Red River Educational and Research Park in C. Bickham Dickson Park	18
8A3. Recommendation to authorize the execution of an agreement with the Caddo Parish School Board for the improvement to and use of the LSU in Shreveport Baseball Facility by Byrd High School <b>(WITHDRAWN)</b>	18
8A4. Recommendation to approve the architectural rendering for the Acadian Center Expansion and Renovation at Louisiana State University at Eunice	18 -19
8A5. Recommendation to authorize President Jenkins to amend the Biomedical Research Foundation Ground Lease and Building Lease and to consent to the Foundation's pledge of the revenues and rights under the Building Lease <b>(Added to Agenda)</b>	19
8B. Budget and Finance Committee	19
<b>8B1. Recommendation to restrict tuition at the LSU Laboratory School</b>	20
8B2. Recommendation to raise tuition and mandatory fees effective with the Fall 2000 semester	20-23
8C. Faculty and Student Affairs Committee	23
8C1. Recommendation to approve a resolution for a Letter of Intent for a Master of Agriculture at LSU and A&M College	23

**8B1. Recommendation to restrict tuition at the LSU Laboratory School**

Upon motion of Mr. Boudreaux, seconded by Mrs. Shehee, the Board unanimously approved the following recommendation:

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize that funds generated by the LSU Laboratory School from the \$500 increase in tuition effective with the 2000-2001 school year and the \$265 increase in tuition effective with the 2001-2002 school year be restricted in order to provide a dedicated revenue stream required to support the issuance of revenue bonds to finance the approved renovation and new construction projects.

**8B2. Recommendation to raise tuition and mandatory attendance fees effective with the Fall 2000 semester**

Upon motion of Mr. Boudreaux, seconded by Mrs. Shehee, the Board unanimously approved the following recommendation:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Louisiana State University and Agricultural and Mechanical College, the University of New Orleans, and LSU in Shreveport to increase tuition for undergraduate and graduate programs by \$125 per semester or \$250 per academic year, with a pro rata amount applied to part-time students.

**BE IT FURTHER RESOLVED** that the Board authorizes LSU at Alexandria to increase its base tuition charge by \$5 from \$50 to \$55. Furthermore, LSU at Alexandria is authorized to increase each semester hour charge by \$10 so that the total increase for a full time student taking 12 or more semester hours increases by a total of \$125 per semester or \$250 per academic year.

**BE IT FURTHER RESOLVED** that the Board does hereby authorize the LSU Health Sciences Center to increase tuition for the School of Allied Health Professions, undergraduate and graduate, the School of Nursing, undergraduate and graduate, and the Graduate School by \$125 per semester or \$250 per academic year, with a pro rata amount applied to part-time students.

**BE IT FURTHER RESOLVED** that the Board does hereby authorize LSU at Eunice to increase the fees for students taking 12 or more hours by \$125 per semester or \$250 per academic year, with fees for part-time students being increased by \$11 for each semester hour scheduled.

**BE IT FURTHER RESOLVED** that the LSU School of Veterinary Medicine is authorized to increase its tuition by \$125 per semester or \$250 per academic year.

**BE IT FURTHER RESOLVED** that all of the above fee increases be effective with the Fall 2000 semester.

**BE IT FURTHER RESOLVED** that the LSU Health Sciences Center be authorized to increase tuition at the School of Dentistry, undergraduate and graduate programs, by \$125 per semester or \$250 per academic year effective with the Spring, 2001 semester.

Laboratory School		2016A	2016B	2016A		
		(08 refund 05B)	(08 refund 05B)	(10A refund 02)		
		\$2,150,000	\$1,620,000	\$4,815,000		
ORIGINAL PRINCIPAL INTEREST RATE	LAB SCH				Total FY Debt Service Payment	
TERM	TOTAL					
PRIN BAL 6/30/17	8,050,000	1,990,000	1,495,000	4,565,000		
2017-18 PRIN	455,000	125,000	115,000	215,000		
2017-18 INT	359,557	99,150	40,257	220,150	<b>2018</b>	814,557
PRIN BAL 6/30/18	7,595,000	1,865,000	1,380,000	4,350,000		
2018-19 PRIN	485,000	145,000	115,000	225,000		
2018-19 INT	340,855	92,900	38,555	209,400	<b>2019</b>	825,855
PRIN BAL 6/30/19	7,110,000	1,720,000	1,265,000	4,125,000		
2019-20 PRIN	505,000	150,000	120,000	235,000		
2019-20 INT	320,457	85,650	36,657	198,150	<b>2020</b>	825,457
PRIN BAL 6/30/20	6,605,000	1,570,000	1,145,000	3,890,000		
2020-21 PRIN	520,000	150,000	125,000	245,000		
2020-21 INT	298,831	78,150	34,281	186,400	<b>2021</b>	818,831
PRIN BAL 6/30/21	6,085,000	1,420,000	1,020,000	3,645,000		
2021-22 PRIN	535,000	155,000	120,000	260,000		
2021-22 INT	276,356	70,650	31,556	174,150	<b>2022</b>	811,356
PRIN BAL 6/30/22	5,550,000	1,265,000	900,000	3,385,000		
2022-23 PRIN	550,000	165,000	120,000	265,000		
2022-23 INT	252,570	62,900	28,520	161,150	<b>2023</b>	802,570
PRIN BAL 6/30/23	5,000,000	1,100,000	780,000	3,120,000		
2023-24 PRIN	570,000	165,000	125,000	280,000		
2023-24 INT	227,794	54,650	25,244	147,900	<b>2024</b>	797,794
PRIN BAL 6/30/24	4,430,000	935,000	655,000	2,840,000		
2024-25 PRIN	595,000	170,000	125,000	300,000		
2024-25 INT	201,944	46,400	21,644	133,900	<b>2025</b>	796,944
PRIN BAL 6/30/25	3,835,000	765,000	530,000	2,540,000		
2025-26 PRIN	620,000	175,000	130,000	315,000		
2025-26 INT	174,669	37,900	17,869	118,900	<b>2026</b>	794,669
PRIN BAL 6/30/26	3,215,000	590,000	400,000	2,225,000		
2026-27 PRIN	560,000	135,000	95,000	330,000		
2026-27 INT	146,100	29,150	13,800	103,150	<b>2027</b>	706,100
PRIN BAL 6/30/27	2,655,000	455,000	305,000	1,895,000		
2027-28 PRIN	585,000	135,000	105,000	345,000		
2027-28 INT	119,573	22,400	10,523	86,650	<b>2028</b>	704,573
PRIN BAL 6/30/28	2,070,000	320,000	200,000	1,550,000		
2028-29 PRIN	600,000	140,000	100,000	360,000		
2028-29 INT	91,950	15,650	6,900	69,400	<b>2029</b>	691,950
PRIN BAL 6/30/29	1,470,000	180,000	100,000	1,190,000		
2029-30 PRIN	625,000	145,000	100,000	380,000		
2029-30 INT	63,500	8,650	3,450	51,400	<b>2030</b>	688,500
PRIN BAL 6/30/30	845,000	35,000	-	810,000		
2030-31 PRIN	410,000	10,000		400,000		
2030-31 INT	33,800	1,400		32,400	<b>2031</b>	443,800
PRIN BAL 6/30/31	435,000	25,000		410,000		
2031-32 PRIN	425,000	15,000		410,000		
2031-32 INT	17,400	1,000		16,400	<b>2032</b>	442,400
PRIN BAL 6/30/32	10,000	10,000		-		
2032-33 PRIN	5,000	5,000				
2032-33 INT	400	400			<b>2033</b>	5,400
PRIN BAL 6/30/33	5,000	5,000				
2033-34 PRIN	5,000	5,000				
2033-34 INT	200	200			<b>2034</b>	5,200
PRIN BAL 6/30/34	-	-				





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## Board of Supervisors

### **Request from LSU Health Sciences Center in Shreveport to Approve the FY2021 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make Determinations of Acceptable University Purposes**

**Date: June 19, 2020**

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L:

##### **L. Other Significant Matters**

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

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

The Feist-Weiller Cancer Center (FWCC) is an administrative component of the LSU Health Sciences Center – Shreveport (LSUHSC – S). LSUHSC – S requests Board of Supervisors approval for expenditure of \$4,346,000 in Carroll W. Feist (CFeist) Legacy funds.

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University. The matter is before the Board in accordance with the Second Addendum and related court order, which requires budget requests in excess of \$1,000,000 (one million dollars) to have Board of Supervisors review and approval.

The campus suggests that the requested expenditure of funds will provide support for the Programs in Basic and Translational Research; Clinical Research, and Cancer Control and Prevention. In particular, requests for Intramural Grant Support, FWCC Research Infrastructure, and enhanced support for clinical research needs, seed packages for faculty recruitment, and expansion of space/equipment for patient related research efforts.

Pursuant to the Uniform Affiliation Agreement actions taken, particularly those involving transactions in the nature of capital expenditures must be found to have a university, rather than foundation, purpose.

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

N/A

**4. Fiscal Impact**

The funds provided for in this approval would have a positive fiscal impact of \$4,346,000 on the campus.

**5. Description of Competitive Process**

N/A

**6. Review of Legal Documents**

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$4,346,000 from the Feist Legacy Account for the benefit of the Feist Weiller Cancer Center programs at the LSU Health Sciences Center - Shreveport and (b) that the Board determines that the use of those funds constitute an appropriate and acceptable university purpose.

Health Sciences Center

Office of the Chancellor

G.E. Ghali, DDS, MD, FACS, FRCS(Ed)  
Chancellor

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**M E M O R A N D U M**

**Date:** May 28, 2020

**TO:** Thomas C. Galligan, Jr.  
LSU Interim President



**FROM:** G.E. Ghali, DDS, MD, FACS, FRCS(Ed)  
Chancellor

**RE:** LSU Board of Supervisors Agenda Item for June 19, 2020  
Meeting

We are requesting that the Annual Feist Weiller Cancer Center Legacy Budget Request be placed on the Board of Supervisors' agenda for the June 19, 2020 meeting.

Thank you.



***Feist-Weiller Cancer Center***  
***LSU Health Sciences-Shreveport***

**05/28/2020**  
**LSUHSC-Shreveport**

**From: Glenn M. Mills, MD FACP**  
**Professor of Medicine**  
**Director, Feist-Weiller Cancer Center**  
**To: Ghali E. Ghali, MD DDS FACS**  
**Chancellor and Dean,**

**Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2020-2021**

The Carroll W. Feist Legacy Account was established from the bequest of Carroll W. Feist to support cancer research at the Feist-Weiller Cancer Center at LSUHSC in Shreveport. As stipulated in the Second Addendum to the Affiliation Agreement between the LSU Board of Supervisors and the LSU Health Sciences Foundation in Shreveport a budget is required for the expenditure of Legacy Account funds with the budget to be approved by the Chancellor of LSUHSC in Shreveport and the President of the Louisiana State University.

The following is our budget request for the FY2021. The budget request will provide support for the Programs in Basic and Translational Research; Clinical Research; and Cancer Control and prevention. Included will be requests for Intramural Grant Support, FWCC Research Infrastructure including enhanced support for clinical research needs, seed packages for faculty recruitment and retention, and expansion of space/equipment for patient related research efforts. This year budget also includes money to support COVID-19 research related to cancer. In addition, we will support the core facilities needed to facilitate research. A detailed explanation of the budget items follows the budget summary.

**Summary of Budget Request**

<b>1. Programs in Translational Research</b>	<b>\$395,000</b>
INLET:	\$135,000
GEDFRG:	\$ 25,000
HRCFG:	\$ 25,000
Viral Oncology:	\$160,000
UACFG	\$ 25,000
DTFG	\$ 25,000
<b>2. Intramural Student &amp; Fellowship Stipend and Internal Grant Support:</b>	<b>\$252,000</b>
<b>3. Visiting Scientist program</b>	<b>\$ 30,000</b>
<b>4. Infrastructure:</b>	<b>\$1,519,000</b>
Cancer Clinical trials research core	\$225,000
Equipment maintenance and replacement	\$ 25,000
Faculty and Trainee research support	\$ 19,000

Infrastructure expansion	\$100,000
Research Supplements	\$550,000
COVID-19 research and emergency requirements	\$600,000
<b>5. Bio Repository Support</b>	<b>\$100,000</b>
<b>6. Seed Packages</b>	<b>\$768,000</b>
Dr. Dragoi (5 of 5)	\$ 68,000
Dr. Jiang Shuai	\$100,000
New Recruitment Packages	\$600,000
<b>7. Cancer Genome Sequencing Core Research Lab:</b>	<b>\$300,000</b>
<b>8. Bioinformatics and HIT Core Research Facility:</b>	<b>\$200,000</b>
<b>9. PIW Infrastructure Expansion / Upgrade</b>	<b>\$150,000</b>
<b>10. Medical School Research Support</b>	<b>\$632,000</b>
<b><u>Total Budget Requested:</u></b>	<b>\$4,346,000</b>

## Details of Budget Request

### 1. PROGRAMS FOR BASIC AND TRANSLATIONAL RESEARCH – BUDGET REQUEST \$395,000

The Cancer Center has three Research Divisions: Basic and Translational Cancer Research; Clinical Cancer Research and Therapy; and Cancer Control and Prevention. Within the Division of Basic and Translational Cancer Research there are three Programs: Tumor Virology, Cancer Cell Biology, and Translational Cancer Research. In the Cancer Cell Biology Program, we have three focus groups named the Gene Expression and DNA Repair Focus Group (GEDFRG) under the direction of Dr. David Gross, Viral Oncology group under the direction of Dr. Martin Sapp and the Developmental Therapeutics group under the direction of Dr. Shile Huang. Within the Program in Translational Cancer Research there are two focus groups that comprise a mix of basic and clinical scientists who apply their combined skills to do research directly applicable to clinical cancer problems. These focus groups are the Hormone Related Cancer Focus Group (HRCFG) under the direction of Dr. Xiuping Yu, and the Upper Aerodigestive Cancer Focus Group (UACFG) under the direction of Dr. Cherie-Ann Nathan. Much of the research of these focus groups is aided by the Innovative North Louisiana Experimental Therapeutics Program (INLET), established by the FWCC to facilitate cancer drug discovery and development directed by Dr. Glenn Mills and Dr. Anna Marie Dragoi.

#### A. Support for the Innovative North Louisiana Experimental Therapeutics (INLET) Program (INLET): Request \$135,000

The Feist-Weiller Cancer Center's (FWCC) **Innovative North Louisiana Experimental Therapeutics program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of a wide range of drugs that affect multiple diseases in humans, including cancer, diabetes, fungal infection and neurological disorders. The long-term goal of INLET is to discover, develop and market natural products and drugs to treat cancer and a variety human disease and reposition them to treat other diseases in humans. Services include screening assay creation, high-throughput and high-content compound screening, basic research support, data management and analysis and hit to lead development. The INLET screening center is equipped with liquid handlers, robotic screening devices and high content, real time screening/assay platforms (Thermo Cellomics ArrayScan VTi and the Essen BioScience IncuCyte ZOOM). The program consists of a multi-institutional partnership between Louisiana State University Health in Shreveport (LSUH-S) and a variety of Louisiana Universities, which have included Louisiana State University Shreveport (LSU-S), Centenary College, University of Louisiana at Monroe (ULM), Louisiana Tech University in Ruston (LaTech), Pennington Biomedical Research Center in Baton Rouge (PBRC), and Louisiana State University Health-New Orleans (LSUH-N.O.). The primary mission of INLET is to aid investigators particularly throughout the state of Louisiana in generating preliminary data to aid in their preparations of grant applications. High throughput technology is essential in targeted drug therapy, and high content phenotypic screening is critical for new drugs discovery. INLET owns two high content imaging platforms.

The IncucyteZOOM™ (Essen BioScience) is an in-house incubator platform which can image six 96-multi well plates at once and simultaneously perform data analysis with the system's built in algorithms. In addition, INLET owns the Cellomics ArrayScan™ VTI, a high throughput, high-content

imaging platform which has been a driving force behind INLET's novel phenotypic assay development. INLET has previously upgraded Cellomics with the purchase of a new high-resolution CCD camera, a Dell Precision workstation and HCS studio software upgrade, as well as, 40X and 63X optical objectives. The new X1 CCD camera has significantly improved quantum efficiency by 4X the previous camera especially, in wavelengths greater than 550 nm. Not only is the X1 more sensitive to lower energy wavelengths, but it also increases the biological field of view/capture by 50%. Both the 40X and 63X objectives with high numerical apertures allows us to visualize submicron sizes of cellular objects and definitively view fragmented compartments. Our upgraded system has improved our functionality as a core by opening a multitude of possibilities in imaging subcellular structures in mammalian cells and in yeast. INLET personnel are currently training and will join the new Emerging Viral Threats (EVT) laboratory at LSUHSC-Shreveport for COVID-19 testing. The full resources of the lab at this time are helping with the COVID-19 response.

During the 2019-2020 budget year, INLET assisted in 82 different experiments from 15 laboratories across the LSU system, for a total of 5754 hours of live-microscopy acquisition. Work performed in the INLET assisted in grant submission of 4 NIH and 2 Louisiana state grants (totaling \$2.216 millions) and contributed to 14 papers submitted by LSUHSC faculty. At present, INLET has "Work for Hire" contracts signed with principle investigators from ULM and LSUS (a total of \$15,000) for which INLET performs experiments and prepares regular reports.

In 2020 a new patent was awarded to LSUHSC-Shreveport developed exclusively by work performed in the INLET: Patent Number 10,603,335 (Jim Cardelli, Ana-Maria Dragoi) was awarded on March 31, 2020.

Based on our progress and business plans, this year we propose a total of \$115,000 to support personnel, repair and service contracts, purchase supplies, purchase computer software and hardware to store data and underwrite projects with a high probability of leading to extramural funding, licensing possibilities and/or to the commercialization of treatments that could be used in the clinic.

## **B. C Research Programs: Hormone Related Cancer Focus Group, Upper Aerodigestive Focus Group, Developmental Therapeutics, Gene Expression and DNA Repair Focus Group, and the Viral Oncology Program: Request \$260,000**

The five research programs of the FWCC are described below. Funds from these groups will be used to support monthly meetings, provide infrastructure support and award small "Mini" grants to encourage group collaboration.

Hormone Related Cancer Focus Group (HRCFG): The HRCFG is a multidisciplinary group of researchers from the clinical and basic sciences, formed with a common interest in and a desire to tackle the fundamental biological and clinical questions related to prevention and treatment of prostate and breast cancer with specific focus on mechanisms of therapy resistance and Cancer Health Disparities. Dr. Xiuping Yu directs this group and lead the efforts to develop focused multi investigator teams to tackle prostate cancer and breast cancer. Dr. Gary Burton and other clinicians guide the group in terms of clinical importance, clinical and translational research efforts. The members of the group include Dr. Arrigo De Benedetti, targeting DNA repair and other enzymes that cause prostate and breast cancer to become resistant to chemotherapy/radiotherapy; Dr. Xiuping Yu, targeting Wnt/B-catenin signaling in neuroendocrine prostate cancer; Nancy Leidenheimer, targeting GABA shunt in therapy resistance; Dr. Brent Reed, Exploring the role of GIPC in prostate cancer; Dr. Yunfeng Zhao, targeting mitochondrial and bio-energetics in prostate and breast cancer and Dr. Shile Huang targeting regulation of mTOR signaling in hormone related malignancies. The group aims to identify new molecular targets that may aid in diagnosis and monitor therapeutic efficacy. In addition, new targets may help distinguish lethal disease from an indolent onset and could aid in tackling

cancer health disparity. The new and novel targets may also open avenues for new treatment paradigms for prostate and breast cancer.

Upper Aerodigestive Cancer Focus Group (UACFG): Dr. Cherie-Ann Nathan, Professor and head of the Department of ENT, heads this group. The UACFG focuses on combining innovative technologies in the clinic with molecular mechanisms of precancerous changes to further the clinical development of the switch from precancerous to cancer of real time cellular visualization of the upper aerodigestive tract. One such technology, the confocal laser-induced endomicroscopy (CLE,) enables *in vivo*, real time visualization of the mucosa at a subcellular resolution of  $\approx 1000\times$  magnification. The group aims to establish molecular imaging with this technology and determine *in vivo* expression of epidermal growth factor receptor (EGF-R) in the mucosa using probe-based CLE (pCLE) and topically applied FITC-labeled antibodies. The budget requested for this year will be used to enhance this program further and to have funds for collaborative research efforts by the group. The Viral etiology of Head and Neck cancer is a research emphasis area as is better understanding the genomics of lung cancer. Dr. Rona Scott investigates the role of EBV and HPV viruses acting as co-viral mediators of Head and Neck cancer. Dr. Kavitha Bedupalli acts as the clinical lead in clinical and translational research efforts. She also directs the Immunotherapy efforts of the center. Dr. Ira Surolia is the newest member of the group who has an interest in investigating the genomics of lung cancer and the utility of circulating tumor DNA in managing and diagnosing this disease.

Gene Expression/DNA Repair Focus Group (GEDFRG): The greatest need for the next year is for continued funding of collaborative research efforts of the group and efforts to collaborate between affinity groups. A common thread tying together the Gene Expression/DNA Repair Focus Group is the conviction that chromatin – with its dynamic regulation and virtually limitless epigenetic complexity – significantly impacts upon gene transcription and DNA repair in cancer cells, thereby promoting cellular proliferation, invasiveness and metastasis characteristic of the malignant state. In this regard, two labs (Bodily and Scott) Viral Oncology affinity group are seeking to understand how human tumor viruses (Epstein-Barr virus and papillomaviruses) induce epigenetic alterations to their own genomes as well as those of host cells. Such epigenetic modifications may regulate the expression of genes central to the viral lifecycle and ultimately, to the oncogenic state of the infected cells. Dr. Gross is investigating the role of chromatin in the regulation of transcription, with particular focus on the Cyp19A1 gene that encodes the protein aromatase which directly contributes to the malignancy of the majority of breast cancers, and on a eukaryotic model of HSF1-regulated genes, whose counterpart in human cancers is driven by a transcriptional program distinct from heat shock to support the highly malignant state. In addition, research into how gene activation occurs in silent heterochromatin may lead to insights into strategies for reactivation of tumor suppressor genes inappropriately silenced by epigenetically marked chromatin. Finally, two labs (De Benedetti and Harrison) are studying the role of chromatin and epigenetic modification in regulating the repair of double-stranded DNA breaks. Money is requested to support collaborative group research efforts to generate preliminary data for Federal grant Submissions.

The Viral Oncology Program: Dr. Martin Sapp Professor of Microbiology, heads this group. The viral oncology program focuses on the role that viruses play in initiation and progression of cancer and in the evolution of the tumor environment. Drs. Rona Scott, Jason Bodily, Cherie-Ann Nathan, and Martin Sapp explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of head and neck cancers. They will put the spotlight on the growing epidemic of oral cavity squamous cell carcinomas that is associated with these viruses. Drs. Andrew Yurochko's and Jeremy Kamil's work on human cytomegalovirus has implications for viral tropism and cancer



angiogenesis. Dr. Michelle Arnold is exploring the innate immune response to viral infections, which has implications for tumor immunology. Dr. Martin Muggeridge investigates how Epstein-Barr virus achieves entry into target cells, a first essential step for virus-induced transformation processes. Dr. Scott is also directing the Genomics Core, which is being used by many of us to link viral infections to transformation. In addition to providing continued funding for collaborative research efforts of the group to foster future collaborative grant applications, we will use the funds to support the Genomics Core located in the Research Core Facility as well as the Administrative and Molecular Biology Core of the Center for Molecular and Tumor Virology. This honors the commitment of the LSUHSC-S to continue support for the CMTV once federal funding is discontinued.

Developmental Therapeutics Focus Group: The mission of Developmental Therapeutics-Natural Products Group (DT-NPG) of the FWCC is to foster collaborative basic and translational research focused on developmental therapeutics (including mechanistic research, pre-clinical development and translation into the clinic of novel synthetic small molecules and natural products or their derivatives) for treatment and prevention of human cancer. A major emphasis is providing support for multidisciplinary teams for working together rather than supporting individual laboratories. Currently, the Developmental Therapeutics-Natural Products Group (DT-NPG) of the FWCC has 9 inside-members (Ana-Maria Dragoi, Nancy Leidenheimer, Kenneth McMartin, Cherie-Ann Nathan, Gulshan Sunavala-Dossabhoy, Stephan Witt, Xiuping Yu, Yunfeng Zhao and Shile Huang) and 4 outside members (Li Li, Ochsner Clinic Foundation; Elahe Mahdavian, LSU-S; Brain Salvatore, LSU-S; Vonny Salim, LSU-S). Each year, using the funding from the FWCC, the DT-NPG has sent an RFA to the group members to support new Idea and short-term research projects, each of which involves at least two faculty members and focuses on studies of developmental therapeutics for cancer prevention and treatment. In the past two years the DT-NPG funded total 8 collaborative research projects (4 projects per year). This funding mechanism has fostered collaborative research, and helped members be productive in publication and collect essential preliminary data for intramural/extramural grant applications.

## **2. GRADUATE STUDENT STIPEND - BUDGET REQUEST \$252,000**

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. The FWCC has pledged to contribute to nine such grants (\$28,000/grant for a total of \$252,000 this year) for graduate students working in the laboratories of FWCC faculty.

## **3. VISITING SCIENTIST PROGRAM – BUDGET REQUEST \$30,000**

The FWCC sponsor a visiting scientist program. Leading scientists in various fields of cancer research will be invited to visit our campus and deliver seminars in their area of expertise. They will also meet with the faculty on an individual basis to facilitate collaboration and growth in knowledge of cancer research processes and to develop collaborative research ideas. Funds will be used for an honorarium, travel expenses and faculty/guest dinner expenses. External advisors to the FWCC will also be funded with these dollars.

## **4. FWCC INFRASTRUCTURE – BUDGET REQUEST \$1,519,000**

The FWCC has funded entirely or in part various infrastructures and core facilities vital to the translational and clinical cancer research interests of its faculty. While much of these infrastructures are partially supported by grants, contracts, and fees some require additional support and we are requesting continuing support at \$1,519,000 for equipment, supplies and staffing needs. New this year is a request for \$600,000 to fund research into the effect of the COVID-19 on Cancer Patients. Cancer patients have a much higher than expected mortality from this new virus. We plan to initiate research efforts into the causes of this excessive mortality, the epidemiology of the infection in this populations and ways to combat it.

Clinical Research Core facility \$225,000

The FWCC has the largest Clinical Research operation at LSUHSC-S. Changes in IRB and federal regulations have required an expansion of the number of personnel to allow for compliance with the new regulations and to meet the requirements of our ongoing NCI/NCORP grant. The Gulf South Minority Based NCORP is a consortium of cancer investigators at LSUHSC-NO Stanley Scott CC, Mary Bird Perkins CC, Ochsner Benson CC and the FWCC at LSUHSC-S. We are the most successful Minority Based NCORP in the Country, annually registering over 800 patients to national trials of the NCI/NCORP, more than any other cancer group in the country. Our most recent grant application had a perfect score, the only one in the country. This is the first statewide cancer consortium and hopefully will lead to a successful NCI Designated Cancer Center application. Funding will be used to fund salaries of clinical research staff, mandatory training, supplies, equipment (including computers), certification programs, travel to cancer research meetings and other research related expenses.

Research Equipment \$ 25,000

The requested amount will be used to repair and replace old cancer research equipment as needed.

FWCC Faculty, Staff and Trainee Research Support \$ 19,000

FWCC Faculty, Staff and Trainee Research Support to include: travel to national meetings to present research results, visiting professorships other than those listed above, travel to obtain research training or to be involved in development of new research projects, publication costs, new cancer related research equipment training needs, recruitment expenses, funds for conducting scientific meetings and other unforeseen expenses related to cancer research.

Infrastructure Expansion \$100,000

Funds will be reserved for any new infrastructure expansion needs for FY 2020. These may include new or replacement equipment, lab remodeling or new research core lab support.

Research Supplements \$550,000

This includes faculty salary support in the research program, recruitment packages, and research administrative support.

COVID=19 Research and emergency requirements \$600,000

During the current pandemic the FWCC has been able to support the COVID-19 research effort led by our Vice Chancellor for Research, Dr. Chris Kevil and our Associate Director for Basic Research FWCC, Dr. Andrew Yurochko in the establishment of the Emerging Viral Threats lab (EVT). Our

CLIA and CAP approved cancer genomics testing lab helped to establish Covid-19 testing. Our Viral Oncology division the FWCC rapidly pivoted to take on the running of the EVT and establish a COVID-19 research program. Our Partners in Wellness cancer screening program has 3 mobile vans that provide cancer screening to over 40 sites in the rural and inner city areas of North Louisiana. The vans are currently redeployed to provide mobile COVID-19 screening in this area. We are requesting \$600,000 to fund this research and outreach service. As well we will offer new Seed package grants to promote research into the COVID-19 – Cancer link and expand rural outreach. Funds will also be available for other emergency needs in this crisis.

## **5. BIOREPOSITORY SUPPORT – BUDGET REQUEST \$100,000**

Our Biorepository is continuing to grow. Budget will be used to support acquisition of new equipment, supplies, travel of key personnel to national meetings related to biorepositories, additional technician support salaries, renovations as needed and any other unforeseen expenses.

## **6. SEED AND BRIDGING PACKAGES – BUDGET REQUEST \$768,000**

In order to recruit top-notch faculty, we must offer seed packages to enable them to establish a research program/laboratory. Seed packages range from \$50,000 – \$400,000 a year depending on the seniority of the faculty and the prior success of their research program. Currently renewal of NIH/NCI grants is extremely competitive and frequently results in faculty having a lapse of funding. Retention of faculty who have a proven record of grant funding during this interim period between grants is critical to retaining these established investigators. As well we offer bridging grants to faculty who need help at the end of their current grant to keep their labs open until their new grant applications can be funded. The FWCC has recently funded a small “mini-grant” program. FWCC investigators are encouraged to apply for small intramural grants of no more than \$15,000 to explore new ideas and develop preliminary data to apply for larger national funding. The following are requests for this year to support these programs..

Dr. Dragoi (year 5 of 5)	\$ 68,000
Dr Jiang (year 1 of 3)	\$100,000
New Seed, Bridging and Intramural grants	\$600,000

## **7. CANCER GENOME SEQUENCING LABORATORY – BUDGET REQUEST \$300,000**

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. We now have sequenced the entire human genome. A by-product of this research has been the development of new technology to quickly and relatively cheaply sequence the entire genome of a patient's cancer. We can tell exactly what genetic changes have occurred to cause an individual's cancer. Thus, we can rapidly predict what targeted or chemotherapy drug or combination of drugs may have benefit in fighting that patient's cancer. This technology allows us to design clinical research protocols that will specifically target these mutations. We are combining our research results on these cancers with drug screening in the INLET program to find new agents to treat cancer. We have expanded the Next-Generation sequencing equipment, computers and software to run the program, and provided for one Research Technician to process and analyze the specimens. In the next year

we will begin to offer these cancer gene analysis/sequencing to patients not only in our facility but also through an agreement with the Kew Group to patients in our region via a CLIA certified laboratory. Access to the genomic data of this larger data set will enhance the research of the FWCC. Currently we are sequencing 8 cancer patients a week with plans to double that number in the next year. As well, we have added new state of the art equipment to the FWCC cancer core research facility on the 6<sup>th</sup> floor of the BRI to analyze cancer DNA in the blood. Drs. Jim Cotelingam, Hong Yin, Adam Greer, Ellen Friday and Rona Scott are supervising use. The ability to study the whole cancer genome will enhance the research efforts of the FWCC basic research faculty. This technology is free of charge to all faculty of the FWCC for their research needs. This year we will continue to expand these technologies use and enhance data analysis. The requested amount this year will be used for research salaries, supplies, equipment maintenance, related travel to meetings and training, supplies, computer software, networkable hard drives, new equipment, & other unforeseen expenses related to cancer genome research.

## **8. BIOINFORMATICS AND HEALTH INFORMATION TECHNOLOGY RESEARCH CORE FACILITY – BUDGET REQUEST \$ 200,000**

Bioinformatics and Health Information Technology (HIT) are key tools needed in the analysis of cancer information and data both in the modern genomics cancer laboratories (Bioinformatics) and in the analysis of clinical patient data abstracted from the modern Electronic Health Records (HIT). Unfortunately, both FWCC and LSUHSC do not have the necessary infrastructure in place to help our basic and clinical researchers conduct these types of analysis. Results of the cancer research in our new Human Tumor Genome Sequencing lab will generate enormous amounts of data (320GB data per sample). We must develop the expertise to analyze this data. Currently we are partnering with bioinformatics/computer faculty at LSUS to assist us but we will need extra capacity with this project. We recruited in the last year one Masters level trained Bioinformatics scientist and hope to recruit more. As well, we have recently implemented the new EPIC EHR in our hospital and at EA Conway hospital. It is vital that we have the capacity to “mine” this data at both centers. This will be important in obtaining data in our current and future clinical research projects, studying cancer trends, care and health related expenses. These funds will be used to establish this new research core in the Cancer Control and Prevention section of the FWCC. Funds will be used to hire faculty/employees, supplies, computers, travel and other unforeseen expenses.

## **9. PARTNERS IN WELLNESS (PIW) SUPPORT – BUDGET REQUEST \$150,000**

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery research. The program now offers a clinic in Shreveport and 2 mobile vans that serve over 40 locations in North and Central Louisiana. Cancer screening services offered include breast cancer screening using digital tomographic mammography and ultrasound, cervical cancer screening, prostate cancer screening, lung cancer screening and Head & Neck cancer screening. Screening is offered regardless of ability to pay with free screening for those residents of our state without resources or insurance. A new van has been renovated and will allow us to offer free cancer screening to more areas of our state.

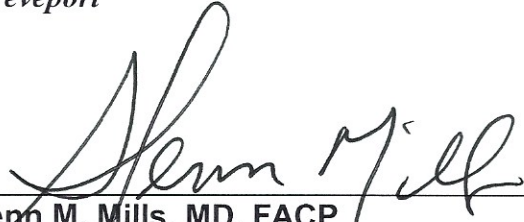
Our new PIW genomics program will assess for biomarkers that may enhance the accuracy of current cancer screening modalities or develop new ones. Blood samples are collected on the screened patients and plasma and DNA are stored in our biorepository. We have recruited a new faculty in the area of health, wellness and nutritional education. Dr. Jennifer Singh is our new faculty who is certified


in the new medical specialty of Lifestyle Medicine. We are also expanding the PIW programs to include Integrative Medicine. Dr. Rupa Mahadavan has joined our faculty in this area. Funds will be used to expand these new innovative PIW programs in cancer survivors, in the rural areas and expansion of the genomics biomarker program. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software, networkable hard drives, equipment maintenance/repair, new equipment, & other unforeseen expenses.

**10. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUESTED \$632,000**

We will continue to support cancer research related expenses of the Office of Research. Cancer Research is approximately 50% of Research on our campus. This budget will provide for salary support of personnel in the Office of Research, office expenses and for the graduate students who are involved in cancer related research in the department of Biochemistry and Microbiology. Grant support to cancer related research will be supported. In addition, support of the research core facility will be continued.

*Feist-Weiller Cancer Center*  
*LSU Health Sciences-Shreveport*

Approved:  6/1/20  
Date  
Glenn M. Mills, MD, FACP  
Sandra and George Bakowski Professor of Aerodigestive Malignancy  
Interim Director, Feist-Weiller Cancer Center

Approved:  6/1/2020  
Date  
Ghali E Ghali, MD, DDS, FACS  
Chancellor and Dean, LSU Health Sciences Center-Shreveport

Approved:  6/10/20  
Date  
LSU Health Sciences Foundation in Shreveport  
By Katy Merriman, Chairman of the Board



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## Board of Supervisors

### Request from LSU Shreveport to Revise the Athletic Scholarship Policy

**Date:** June 19, 2020

#### 1. Bylaw Citation

This is a significant board matter pursuant to Bylaws Art. VII, Section 9:

- 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 mission of the Athletic Department at LSUS is to provide an athletic program that inspires academic and athletic excellence and assists student-athletes in the development of the whole person in preparing them for life. One of the ways to accomplish this is by offering scholarships to student-athletes to help offset the cost of attending college.

The proposed revisions to the LSUS Athletic Scholarship Policy are consistent with the standards and guidelines set forth by the NAIA for a competitive Athletic Department. The revisions to the policy allow for the provision of an athletic scholarship while a student-athlete works toward meeting athletic eligibility requirements.. Additionally, the revised policy also allows for a graduate student-athlete to receive an athletic scholarship, and for student-athletes to be awarded athletic scholarships in the summer in addition to the fall and spring terms.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

No additional fiscal impact.

#### 5. Description of Competitive Process

A student-athlete must have athletic ability in his/her sport and potential for academic achievement at LSUS. A student-athlete must show personal qualities of character and conduct that will enable the student to be a credit to LSUS and the athletic department. A student-athlete must agree to cooperate fully with the rules, regulations, and training codes established by each head coach and to put forth his/her best efforts in the intercollegiate sport(s) he/she participates in.

#### 6. Review of Legal Documents

N/A

**7. Parties of Interest**

N/A

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**10. Attachments:**

- I. Athletic Scholarship Criteria

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) authorizes the President and/or his designee to approve the revisions of the LSU Shreveport Athletic Scholarship Policy.





## UNIVERSITY SCHOLARSHIP

**Award Name:** LSUS Grants; Athletics/Marathon Funds; Athletic Foundation

**Award Value:** The amount of the award may vary depending upon the amount of money available for the sport and other criteria included in the standards. Once these standards are met and upon the recommendations of the coach to the Athletic Director, requisitions will be sent to Financial Aid to be awarded. The Athletics Council will receive scholarship totals for each sport at the Fall and Spring meetings to ensure NAIA maximums are not exceeded.

**Funding Source:** University Athletic Department

**Preferred Selection Criteria:** A student athlete must have potential for academic and athletic achievement at LSUS. They must show personal qualities of character and conduct that will enable the student to be successful within LSUS and the athletic department. They must agree to cooperate fully with the rules, regulations, and training codes established by each head coach and to put forth his/her best efforts as a participant of the intercollegiate sport(s) program he/she associates with.

**Retention Criteria:** A student athlete must maintain a satisfactory citizenship record as a representative of LSUS and the athletic department. The head coach will review the grant each term and determine both the continuance of and the amount of the award.

**Purpose:** This award is designed to reward student athletes for their commitment and participation as part of an intercollegiate sport program.

**Recipient Selection:** Recipients recommended by the Head Coach of each sport and approved by the Athletic Director.

**Note:** NAIA Article II Section B 1 – Any financial aid or scholarships provided to prospective or enrolled students, shall be administered by the institution's regular process as approved by the Office of Financial Aid.

**Restriction:** Undergraduate or Graduate degree. Award can be used for the fall, spring, and/or summer terms. LSUS Financial Aid Office holds the right to adjust in value or cancel scholarship if recipient is receiving other LSUS scholarships or Title IV Federal Student Aid.

**FA Codes:** SMA, SMB, SMC

**Account Number:** 38793300-109895-00/PG007080 (Baseball Grant), 38793300-109895-00/PG007078 (Men's Basketball Grant), 38793200-109850-00/PG007079 (Women's Basketball Grant), 38793200-109860-00/PG007909 (Women's Soccer Grant), 38793200-109890-666-00/PG007908 (Men's Soccer Grant), 38793200-109830-00/PG007076 (Women's Tennis Grant)



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# Board of Supervisors

## SECTION C

# PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 19, 2020



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## Board of Supervisors

### Request from LSU Agricultural Center to Approve a Cooperative Endeavor Agreement for a Rice Mill to be Located in Crowley, La.

Date: June 19, 2020

#### 1. Bylaw Citation

Pursuant to Article VII, Section L

##### L. Other Significant Matters

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

#### 2. Summary of Matter

Rush Rice Products, LLP, and the LSU AgCenter propose an agreement whereby Rush Rice will take possession of a rice mill currently located on the LSU Campus. Rush Rice will cover the costs of the relocating a rice mill from Baton Rouge to Crowley. Rush Rice has usage of the mill and bear costs of operating, maintaining, and insuring the mill. Under limited conditions, Rush Rice is required to allow third parties access and use of the mill for processing of specialty rice.

The current location of the mill has impacted the ability to utilize the equipment to its potential. The relocation of the mill will allow consistent research and data collection during the use of the equipment and serve as an economic opportunity for producers in the state to mill specialty rice products (currently not available) for introduction into the market. LSU AgCenter retains access to the mill for other research purposes at no cost to the institution.

#### 3. Review of Business Plan

Review of Business Plan here. Justify line margins.

#### 4. Fiscal Impact

Rush Rice Products, LLP, will bear the financial burden of moving the mill from Baton Rouge to the new location in or near Crowley. Rush Rice Products will have use of the mill, and the LSU AgCenter will continue to have access for research purposes.

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

Reviewed by Office of Legal Affairs

**7. Parties of Interest**

Rush Rice Products, LLP

**8. Related Transactions**

N/A

**9. Conflicts of Interest**

N/A

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President to execute documents related to the cooperative endeavor agreement with Rush Rice Products, LLP, as presented on this day.

**BE IT FURTHER RESOLVED**, the President, in consultation with the General Counsel, may make minor or technical adjustments to the Cooperative Endeavor Agreement for execution of the agreement that are in the best interest of LSU.

## STATE OF LOUISIANA

### COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this *(enter date)* day of *(enter month)*, 2020 (by and between Board of Supervisors *Louisiana State University and Agricultural and Mechanical College, through its member campus Louisiana State University Agricultural Center*, hereinafter referred to as the "State", and *Rush Rice Products, LLP* officially domiciled at *(enter address including city state and zip code)* hereinafter referred to as the "Contracting Party or Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as: providing equipment and expertise for operation of a pilot scale rice mill capable of providing milling services to Louisiana rice growers interested in establishing their own consumer rice products;

WHEREAS, Contractor has established itself in the marketplace by providing branded rice products to consumers through the direct and wholesale market, and has expertise in milling of rice;

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

#### **Statement of Benefits**

This agreement will allow the LSU AgCenter to collaborate with rice growers in establishing specialty rice markets and support farm to retail branded product development. A small pilot scale rice mill is necessary to allow independent rice growers in Louisiana access to a mill at a reasonable cost to establish their products. Use of large, commercial rice mills is inefficient for the large mill to run small batches of specialty rice and so the cost to the producer is very high if they can even find a mill willing to do it. This hurdle is a substantial barrier to producers for market entry.

The LSU AgCenter presently has a pilot scale mill on the Baton Rouge campus which is used for research, but is underutilized. It is impractical for growers to truck their rice to Baton Rouge for milling and LSU AgCenter is not set up to mill/process rice on campus. Logistics of delivery trucks coming in and out of campus and safety concerns related to transport and operation of trucks and machinery in the campus environment has led to the underutilization of this equipment. By finding an industry partner for CEA we can relocate the mill to "rice country" and support this industry while still allowing our Baton Rouge based researchers access and increasing access for our researchers at RRS in Crowley.

This project will allow for continued use and data collection by LSU AgCenter researchers and provide a value added economic opportunity for producers.

## **Scope of Services**

Contractor hereby agrees to furnish the following services:

Contractor shall, at Contractor's sole expense, remove the pilot rice mill from its current location on the LSU AgCenter campus in Baton Rouge, Louisiana and relocate said mill to \_\_\_\_\_, Louisiana. Contractor shall house the mill and maintain it in proper working order such that rice may be milled and the mill used for its intended purpose. Contract shall bear all expense associated with the operation and maintenance of the mill and shall make the mill available at least twenty (20) percent of the time on a monthly basis during normal operating hours for the milling of rice from third party rice growers or individuals interested in using the mill to produce a rice product. Cooperator may charge third parties a reasonable rate, consistent with industry norms, for milling rice. In no event shall the amount charged a third party for milling rice exceed \$200.00 per hour. Cooperator shall notify LSU AgCenter of all third party use of the rice mill. In the event of termination of this CEA, Contractor shall, at the sole discretion of State, return the mill to its originating location, or such other location as may be reasonably directed by the LSU AgCenter, and thereafter have the mill reinstalled and placed in operable condition.

Contractor shall be responsible for placement of all insurances to cover the operation and use of the mill including liability insurance, fire and casualty insurance, hazard insurance and workers compensation insurance all in accordance with State Office of Risk Management recommendations. consistent with similarly situated commercial businesses in the same sector. Contractor shall indemnify, defend and hold harmless State, its board members, officers, employees and agents (State Indemnitees) against any and all claims related to the use of the mill, access to the facility where the mill is housed, or products originating from the mill. Contractor must annually provide to State a copy of insurance declaration naming State and State Indemnitees as additional insured.

State shall provide access to LSU AgCenter campus for the removal of the mill and shall allow the mill to be relocated in accordance with this Agreement. State shall retain ownership of the mill.

Contractor shall be responsible for the maintenance, upkeep and protection of the mill and shall return it to State at the termination of this Contract in the same condition, or better, than it was received by Contractor.

## **Payment Terms**

In consideration of the services described above, Contractor hereby agrees to pay the State a monthly rental fee of eight hundred and no/100 dollars (\$800.00).

Payments shall be due on last day of each month for all amounts due for the preceding month or any part thereof.

## **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number (*tax id number*).

## **Termination Clause**

Either Party may terminate this Contract for cause based upon the failure of the of the other Party to comply with the terms and/or conditions of the Contract; provided that the terminating Party shall give the non-complying Party written notice specifying the non-complying Party's failure. If within thirty (30) days after receipt of such notice, the non-complying Party shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded

diligently to complete such correction, then the terminating Party may, at its option, place the non-complying Party in default and the Contract shall terminate on the date specified in such notice.

### **Termination for Convenience**

Either Party may terminate the Contract at any time by giving thirty (30) days written notice to the other Party. The non-terminating Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily

### **Ownership and Reservation of Rights**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination for cause or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request of State, be returned by Contractor to State, at Contractor's expense, at termination for cause or expiration of this contract.

Ownership of the mill shall remain vested in the State. The State hereby reserves the right to access the facility where the mill is housed and in collaboration with Contractor mill State's own rice for any purpose whatsoever, including without limitation research purposes. Contractor hereby agrees to this stipulation, and shall make mill available to State during normal working hours so the State may mill rice in reasonable amounts consistent with the land grant mission of the LSU AgCenter and its research purposes, provided reasonable notice is given to Contractor during a time period when Contractor is not milling rice and the mill is properly cleaned by State after use,

### **Non-assignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

### **Auditors Clause**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

### **Term of Contract**

This contract shall begin on (*beginning date*) and shall continue for 2 years from that date and thereafter renew for successive 730 day periods unless at least sixty (60) days prior to the end of a 730 day period either Party informs the other in writing of its intent not to renew. This Contract shall not be renewed more than two times without written approval of both State and Contractor.

### **Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the

beginning of the first fiscal year for which funds are not appropriated.

**Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Application of Laws**

This Cooperative Endeavor Agreement shall be governed by the laws of the State of Louisiana and venue for any legal action shall be the Federal, State and Local Courts located in East Baton Rouge Parish, Louisiana.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of *(enter date)*.

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_





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# Board of Supervisors

SECTION D

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 19, 2020



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## Board of Supervisors

### Request from LSU Shreveport Athletics to Approve Contracts for Phillip Bohn and Kyle Blankenship

Date: June 19, 2020

#### 1. Bylaw Citation

Pursuant to Article VII, Section K, Subsection 3

**K. Matters related to personnel:**

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

#### 2. Summary of Matter

The LSU Shreveport Athletics Department is requesting new contracts for Phillip Bohn, Men's Soccer Coach, and Kyle Blankenship, Men's Head Basketball Coach.

For Phillip Bohn, the Head Men's Soccer Coach, the Athletics Department is seeking to amend the contract to extend to June 30, 2025. Coach Bohn has a record of 39-17-3 while at LSUS, and is 22-7-1 in conference play. The proposed contract increases the salary to \$55,000 for FY2021 and \$57,000 in FY2022. The contract includes incentives for success and philanthropic support expectations.

Kyle Blankenship has accrued an overall record of 189-70 and conference record of 112-37 since the start of his coaching at LSU Shreveport. The proposed contract would increase his base salary from \$72,500 to \$82,000. The incentive package would increase from the current range of \$250-\$1000 to a proposed range of \$500-\$5,000, depending on the success of the team.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

The contract adjustments increase the salary expenditures for the positions in which coaches hold. The LSUS Athletics Department has adjusted its budget for the outlying years to accommodate the expenditures.

#### 5. Description of Competitive Process

N/A

#### 6. Review of Legal Documents

Contracts were reviewed by the Office of Legal Affairs.

**7. Parties of Interest**

None.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Phillip Bohn, Head Men’s Soccer Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Kyle Blankenship, Head Coach of Men’s Basketball, as presented on June 19, 2020.

**LOUISIANA STATE UNIVERSITY IN SHREVEPORT**

**CONTRACT OF EMPLOYMENT  
for KYLE BLANKENSHIP**

**STATE OF LOUISIANA**

**PARISH OF CADDO**

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

**WITNESSETH:**

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

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

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

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

Year One: \$15,000

Year Two: \$15,000

Year Three: \$15,000

2. **TERM**

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

3. **UNIVERSITY SALARY**

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

First Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$82,000) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2020 (starting July 2021, ending June 2022) (\$82,000) Dollars payable in 12 equal installments:

Third Year of Contract

Fiscal Year 2020 (starting July 2022, ending June 2023) (\$82,000) Dollars payable in 12 equal installments:

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

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

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

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

## 5.2 Private Camps

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

University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

## 6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
  - i. **Red River Athletic Conference Regular Season Championship**  
Five Hundred and No/100 dollars (\$500)
  - ii. **Red River Athletic Conference Tournament Championship**  
Five Hundred and No/100 dollars (\$500)
  - iii. **National Association of Intercollegiate Athletics Regional Championship**  
One Thousand and No/100 dollars (\$1000)
  - iv. **National Association of Intercollegiate Athletics National Tournament**  
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of One Thousand Five Hundred and No/100 dollars (\$1500)
  - v. **National Association of Intercollegiate Athletics National Championship**  
Five Thousand and No/100 dollars (\$5000)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Community Outreach Incentive Compensation.** In the event the Program performs and documents a minimum of three (3) community service projects in any one contract year,

LSUS agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the third (3rd) project is documented while COACH is employed at LSUS and shall be paid within sixty (60) days of such date. Community Outreach Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- d. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
  - i. **Red River Athletic Conference, Louisiana Sports Writers' Association, Louisiana Basketball Coaches' Association** – Five Hundred and No/100 dollars (\$500)  
NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any one of the three (3) organizations listed. Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.
  - ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)
- e. **Fund-Raising Success.** This contract does not include incentives based upon success in raising external funds in support of Athletics. If over the course of this contract future LSU Shreveport contracts should include a provision for fund-raising success then COACH shall be eligible to receive a similar incentive based upon an amount established by the Chancellor. The amount shall not exceed \$5,000 per any one year. The additional compensation, if payable, shall be considered earned at the time of the incentive amount is reached while COACH is an employee of the University and shall be paid within sixty (60) days of such date. Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

## 7. **OUTSIDE INCOME**

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

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



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

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

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

**9. TERMINATION**

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

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

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

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

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

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

- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

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

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

**10. ASSOCIATE/ASSISTANT COACHES**

COACH shall have the authority to select the associate and assistant coaches with consent of the Director of Athletics and Chancellor. Associate and assistant coaches shall be appointed as University unclassified employees.

**11. UNIVERSITY FUNDRAISING**

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

**12. AMENDMENT EXTENSION**

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

**13. SEVERABILITY**

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


**14. FORCE MAJEURE**

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

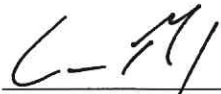
The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


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

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

By:  \_\_\_\_\_ 5-21-20  
Kyle Blankenship      Date

RECOMMENDED:

 \_\_\_\_\_ 5/21/20  
Lucas Morgan, Director of Athletics      Date  
Louisiana State University in Shreveport

 \_\_\_\_\_ 5/22/20  
Lawrence Clark, Chancellor      Date  
Louisiana State University in Shreveport



**SHREVEPORT**

May 21, 2020

Reappointment of Kyle Blankenship  
Head Coach- Men's Basketball

**ASSISTANT COACHING RECORD**

<b>Year</b>	<b>Position</b>	<b>School</b>	<b>Record</b>
2007-08	Asst. Coach	LSUS	31-3
2008-09	Asst. Coach	LSUS	22-12
2009-10	Asst. Coach	Lamar St.	20-11
2010-11	Asst. Coach	Rogers St.	22-12
2011-12	Asst. Coach	Rogers St.	24-9
<b>TOTAL</b>			<b>119-47</b>

**HEAD COACHING RECORD**

<b>Year</b>	<b>School</b>	<b>Overall</b>	<b>Conference</b>
2012-13	LSUS	27-7	18-4
2013-14	LSUS	21-9	16-2
2014-15	LSUS	21-11	12-8
2015-16	LSUS	18-14	10-8
2016-17	LSUS	20-10	12-6
2017-18	LSUS	30-5	15-3
2018-19	LSUS	23-11	14-4
2019-20	LSUS	29-3	16-2
<b>TOTAL</b>		<b>189-70</b>	<b>112-37</b>

**Current Situation**

- Completing second year of a two-year LSUS contract.
- Current salary: \$72,500 (plus possible incentives that range from \$250 to \$1000).

**2019-20 Season**

- 29-3 overall record (#1 seed going into the National Tournament - #3 ranked Nationally).
- Red River Athletics Conference Tournament Champions.
- 3 All-Americans (1st Team, 3rd Team, and Honorable Mention). Note: Three straight 1st Team All Americans in the past three years.
- Tra Knight was RRAC Player of the Year, Newcomer of the Year, LABC Player of the Year, First Team All-American, First Team All-Conference. Note: Three straight RRAC Player of the Year awards.
- 3 First Team All-Conference, 1 Second Team All-Conference

**Past Three Years**

- 3 – 1<sup>st</sup> Team All-American, 2-3<sup>rd</sup> Team All-American, 4 Honorable Mention All-American
- 9 – 1st Team All-Conference, 4- 2nd Team All-Conference, 7- All Tournament Team, 2 Tournament MVP
- Over 30 community service hours/year provided by team players.

**Highlights: Proposed New Three-Year Contract**

- Exact same contract approved before by LSU General Counsel with exception of new salary and two incentives being raised to reflect market incentives. Other incentives remain the same.
- 3 year contract (2020-2023).
- \$82,000/year (LSUA Coach Larry Cordaro is making \$81,000/year for three years).
- National Championship Incentive move from \$1500 to \$5000.

- Community Service Incentive \$500, Regional Championship Incentive \$1000
- Other incentives remain the same.

**LOUISIANA STATE UNIVERSITY IN SHREVEPORT**

**CONTRACT OF EMPLOYMENT  
Revision (Effective Fiscal Years 2021 and 2022)  
for Phillip Bohn**

**STATE OF LOUISIANA**

**PARISH OF CADDO**

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of July, 2019, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Phillip Bohn, Head Men's Soccer Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

**WITNESSETH:**

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

NOW, THEREFORE, the parties agree as follows:

**1. EMPLOYMENT**

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

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

Year One: \$2500  
Year Two: \$3000  
Year Three: \$3500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2019 to June 30, 2022, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

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

First Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$47,500) Dollars payable in 12 equal installments: **Now completed.**

Second Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$55,000) Dollars payable in 12 equal installments:

Three Year of Contract

Fiscal Year 2022 (starting July 2021, ending June 2022) (\$57,000) Dollars payable in 12 equal installments:

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

4. **EMPLOYEE BENEFITS**

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

5. **CAMPS AND CLINICS**

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

- a. All revenues from university camps/clinics will be deposited into the men's Soccer operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.

- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will not be required to take leave while conducting camps run through the University budget.
- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

#### 5.2 Private Camps

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



a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

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

## 6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixth (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
- i. **Red River Athletic Conference Regular Season Championship**  
Five Hundred and No/100 dollars (\$500)
  - ii. **Red River Athletic Conference Tournament Championship**  
Five Hundred and No/100 dollars (\$500)
  - iii. **National Association of Intercollegiate Athletics National Tournament**  
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of One Thousand and No/100 dollars (\$1000)
  - iv. **National Association of Intercollegiate Athletics National Championship**  
Fifteen hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be

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

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

## 7. **OUTSIDE INCOME**

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

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

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

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

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

## 9. **TERMINATION**

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

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

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

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

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

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

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

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

## 11. UNIVERSITY FUNDRAISING

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

## 12. AMENDMENT EXTENSION

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

13. **SEVERABILITY**

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


14. **FORCE MAJEURE**

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

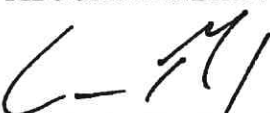
The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.


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

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

By:  \_\_\_\_\_      5/23/20  
Phillip Bohn      Date

RECOMMENDED:

 \_\_\_\_\_      5/18/20  
Lucas Morgan, Director of Athletics      Date  
Louisiana State University in Shreveport

 \_\_\_\_\_      5/21/20  
Lawrence Clark, Chancellor      Date  
Louisiana State University in Shreveport



SHREVEPORT

May 18, 2020

Counter-Offer to Retain Phillip Bohn  
Amendment to Existing Three-Year Contract (Two Years Remaining)  
Head Coach- Men's Soccer

**HEAD COACHING RECORD**

<b>Year</b>	<b>School</b>	<b>Overall</b>	<b>Conference</b>
2009	Jamestown	2-16	0-0
2010	Jamestown	8-7-3	0-0
2011	Jamestown	11-8	3-1
2012	Jamestown	16-5-1	0-1
2013	Central Baptist	7-11	2-4
2014	Kansas Wesleyan	15-4-2	8-0-1
2015	Kansas Wesleyan	9-8-2	6-3-1
2016	Kansas Wesleyan	16-6-1	9-1-1
2017	LSUS	12-6	5-5
2018	LSUS	15-5	10-1
2019	LSUS	12-6-3	7-1-1
<b>TOTAL</b>		<b>123-82-12</b>	<b>50-17-5</b>

## Phillip Bohn:

- Reason for amendment: LSUS has made a counter-offer to a verified offer to retain Coach Bohn (offer was for initial year salary of \$60,000/year plus additional incentives).
- Proposed changes to Coach Bohn's existing LSUS three-year contract (year one completed):
  - Increases base LSUS annual salary to \$55,000 for FY2021, \$57,000 for FY2022.
  - Includes small amounts for incentive performance.
  - Includes rising annual fund-raising target.
- Attributes/achievements:
  - In just the 3<sup>rd</sup> year of the program, Coach Bohn has won the RRAC regular season Championship (first championship in men's program history), was the #1 seed in the RRAC tournament (played in the championship game in 2019 and 2020) and qualified for the first NAIA National Tournament in men's program history
  - Won RRAC Coach of the Year
  - Team GPA of 3.12 and 18 student-athletes with above a 3.0 GPA
  - 18 All-Conference players
  - Four All-Americans (first in men's program history)
  - Conference Offensive Player of the Year (2020)
  - Conference Defensive Player of the Year (2020)
  - Conference Newcomer of the Year (2019)
  - Carries of roster of 32-35 student-athletes which helps the undergraduate enrollment
  - Team won Pilot Service Award in 2019 and 2020 for the outstanding work with the youth in the community

- LSUS Director of Athletics, Lucas Morgan: “Phil is Bohn extremely driven and great asset to our program. He works hard to build relationships in the community and is a great supporter of all our programs. He is experienced and a veteran coach and definitely makes us better both academically and athletically.”



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## Board of Supervisors

### Request from LSU Athletics to Approve Multiple Coaching Contracts

**Date:** June 19, 2020

#### 1. Bylaw Citation

Pursuant to Article VII, Section K, Subsection 3-4

**K. Matters related to personnel:**

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

#### 2. Summary of Matter

The LSU Athletics Department is requesting contract amendments and new contracts for a number of coaches.

For Bill Armstrong, Men's Basketball Assistant Coach, LSU Athletics is proposing a contract with the salary to increase to \$375,000 and expiring on June 30, 2022. There would be a mitigation clause if employment at another university is accepted varying by conference in which the new employment is gained.

For Andy Brandi, Co-Head Coach for Men's Tennis, LSU Athletics is proposing a one-year extension with the contract to expire on June 30, 2023.

For Chris Brandi, Co-Head Coach for Men's Tennis, LSU Athletics is proposing a one-year extension with the contract to expire on June 30, 2023.

For Russell Brock, the Athletics Department is seeking to amend the contract to extend to June 30, 2025. The contract would increase compensation from \$90,000 to \$100,000 for FY20, and then increasing in \$5,000 increments for the life of the contract.

For Dave Geyer, the head coach of the men's and women's swimming program, the LSU Athletics Department is requesting an extension through June 30, 2023.

For Steve Mellor, Assistant Coach for Swimming & Diving, LSU Athletics is proposing a \$10,000 salary increase to \$58,000 and changing the title to "Associate Head Coach".

For Kevin Nickelberry, Men's Basketball Assistant Coach, LSU Athletics is seeking a new contract with a salary of \$300,000 per year and expiring on June 30, 2022. There would be a mitigation clause if employment at another university is accepted varying by conference in which the new employment is gained.



For Garrett Reunion, Head Coach for Women's Golf, LSU Athletics is proposing a three-year contract with an increase in the base salary from the current \$110,000 to \$140,000 and with \$5,000 annual increases for the remainder of the contract term.

For Julia Sell, Co-Head Coach for Women's Tennis, LSU Athletics is proposing a two-year extension with the contract to expire on June 30, 2023.

For Mike Sell, Co-Head Coach for Women's Tennis, LSU Athletics is proposing a two-year extension with the contract to expire on June 30, 2023.

For Doug Shaffer, head coach of the men's and women's diving program, LSU Athletics is requesting an extension through June 30, 2023.

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

N/A

### **4. Fiscal Impact**

The contract adjustments increase the salary expenditures for the positions in which coaches hold. The Athletics Department has adjusted its budget for the outlying years to accommodate the expenditures.

### **5. Description of Competitive Process**

N/A

### **6. Review of Legal Documents**

Contracts were reviewed by the Office of Legal Affairs and Human Resources.

### **7. Parties of Interest**

None.

### **8. Related Transactions**

None.

### **9. Conflicts of Interest**

None.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Bill Armstrong, Men’s Basketball Assistant Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Andy Brandi, Co-Head Men’s Tennis Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Chris Brandi, Co-Head Men’s Tennis Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Russell Brock, Head Beach Volleyball Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Dave Geyer, Head Swimming Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Steve Mellor, Assistant Coach for Swimming & Diving, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Kevin Nickelberry, Men’s Basketball Assistant Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Garrett Reunion, Head Women’s Golf Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Julia Sell, Co-Head Women’s Tennis Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Michael Sell, Co-Head Women’s Tennis Coach, as presented on June 19, 2020.

**BE IT FURTHER RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (“Board”) hereby approves the contract for Doug Shaffer, Head Diving Coach, as presented on June 19, 2020.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and WILLIAM M. ARMSTRONG (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$375,000.
  - D. “Position”: Associate Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2022.
  - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

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

- K. Using reasonable efforts, through due care and supervision, to ensure that all student athletes and other individuals under or subject to EMPLOYEE's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Program and LSU;
  - L. Using reasonable efforts to promote the goal of LSU that every student athlete obtains an undergraduate degree, and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student athletes and the faculty and administrators of LSU in connection with the academic pursuits of student athletes; and
  - M. Performing all other reasonable duties customarily performed by Assistant Coaches at colleges or universities at the same competitive level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may work at sports camps or clinics at LSU. Except as expressly provided in this Agreement, LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** [THIS SECTION INTENTIONALLY LEFT BLANK.]
8. **Incentive Compensation.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
- A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay,"

“earned compensation,” or “earnable compensation” as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month, or, to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership; and (2) related automobile insurance.
- 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.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), EMPLOYEE may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE’S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

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

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;

- r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA

Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is

taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or

Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
    - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
    - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
    - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.



17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*William Armstrong* 6/16/2020  
\_\_\_\_\_  
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William M. Armstrong Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/16/2020  
\_\_\_\_\_  
A498675E9901427...  
Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR WILLIAM M. ARMSTRONG**

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. **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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

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

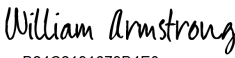
A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a coaching position in any SEC program; or

B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any other coaching position.


**[SIGNATURES ON FOLLOWING PAGE]**

*Approved:*

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

DocuSigned by:  
 6/16/2020  
 \_\_\_\_\_  
 William M. Armstrong Date

RECOMMENDED:

DocuSigned by:  
 6/16/2020  
 \_\_\_\_\_  
 A498575E9901427  
 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and ANDRES V. BRANDI (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$170,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2022.
  - G. “Program”: The intercollegiate Men’s Tennis program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.



- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person

to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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



and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

**12. 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.

**13. 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.

**14. Leave and Overtime.**

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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Andy Brandi* 6/11/2020  
\_\_\_\_\_  
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Andres V. Brandi Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR ANDRES V. BRANDI**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

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

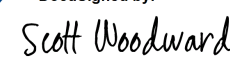
- A. 40 percent of all remaining Base Salary Amount and Supplemental Compensation due under the Agreement if EMPLOYEE terminates employment to accept a coaching position with another Southeastern Conference tennis program; or
- B. 15 percent of all remaining Base Salary Amount and Supplemental Compensation due under the Agreement if EMPLOYEE terminates employment for any other reason.

*Approved:*

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

DocuSigned by:  
 6/11/2020  
 \_\_\_\_\_  
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 Andres V. Brandi Date

RECOMMENDED:

DocuSigned by:  
 6/11/2020  
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 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and CHRISTOPHER A. BRANDI (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$110,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2022.
  - G. “Program”: The intercollegiate Men’s Tennis program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:



- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person

to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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



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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
    1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
    2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Chris Brandi* 6/11/2020  
54647054ED354E9...  
\_\_\_\_\_  
Christopher J. Brandi Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
A498575E9901427...  
\_\_\_\_\_  
Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR CHRISTOPHER J. BRANDI**

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, Supplemental Compensation is payable as follows.
  - A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.
  
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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
    1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
  
  - B. **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 EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

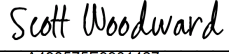
- A. 40 percent of all remaining Base Salary Amount and Supplemental Compensation due under the Agreement if EMPLOYEE terminates employment to accept a coaching position with another Southeastern Conference tennis program; or
- B. 15 percent of all remaining Base Salary Amount and Supplemental Compensation due under the Agreement if EMPLOYEE terminates employment for any other reason.

*Approved:*

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

DocuSigned by:  
 6/11/2020  
54647051ED354E9...  
 Christopher J. Brandi Date

RECOMMENDED:

DocuSigned by:  
 6/11/2020  
A498575E9901427...  
 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and RUSSELL L. BROCK (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of:
    - Effective July 1, 2020 through June 30, 2021: \$110,000
    - Effective July 1, 2021 through June 30, 2022: \$110,000
    - Effective July 1, 2022 through June 30, 2023: \$110,000
    - Effective July 1, 2023 through June 30, 2024: \$110,000
    - Effective July 1, 2024 through June 30, 2025: \$110,000
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2025.
  - G. “Program”: The intercollegiate beach volleyball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered

in EMPLOYEE's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.

- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
  - 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 Athletic 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 coaches in similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or

interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics

law, use of courtesy vehicle provided by a dealership and related automobile insurance.

- D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.
- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

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

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;

- r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA

Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is

taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or

Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
  4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.
- E. **Termination by Death or Disability.** In the event of the death of EMPLOYEE or the inability of EMPLOYEE to perform the obligations described in this Agreement with or without accommodation by reason of disability or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 60 days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.



2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
    - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
    - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
    - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Russell Brock* 6/12/2020  
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Russell L. Brock Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR RUSSELL L. BROCK**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

B. **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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

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

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*Russell Brock* 6/12/2020  
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Russell L. Brock Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and DAVID L. GEYER (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$115,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2023.
  - G. “Program”: The intercollegiate Men’s and Women’s Swimming and Diving program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at



that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person

to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.



4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

**12. 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.

**13. 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.

**14. Leave and Overtime.**

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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]


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

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

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

DocuSigned by:  
 6/16/2020  
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David L. Geyer Date

RECOMMENDED:

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 6/16/2020  
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\_\_\_\_\_  
Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR DAVID L. GEYER**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

B. **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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

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

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

DocuSigned by:  
 6/16/2020  
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David L. Geyer Date

RECOMMENDED:

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 6/16/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and STEPHEN MELLOR (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$58,000.
  - D. “Position”: Associate Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2021.
  - G. “Program”: The intercollegiate Men’s and Women’s Swimming and Diving program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement. This Agreement will automatically renew on a month-to-month basis until terminated or either party provides written notice of non-renewal to the other at least 30 days before the End Date or any extension thereof.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

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

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

entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 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.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), EMPLOYEE may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE’S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear

in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

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

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;

- r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA



Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is

taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or

Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
    - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
    - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
    - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Steve Mellor* 6/12/2020  
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Stephen Mellor Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR STEPHEN MELLOR**

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. **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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

2. **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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

3. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

**[SIGNATURES ON FOLLOWING PAGE]**

*Approved:*

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

DocuSigned by:  
Steve Mellor 6/12/2020  
 \_\_\_\_\_  
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 Stephen Mellor Date

RECOMMENDED:

DocuSigned by:  
Scott Woodward 6/11/2020  
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 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and KEVIN NICKELBERRY (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$300,000.
  - D. “Position”: Assistant Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2022.
  - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement. This Agreement will automatically renew on a month-to-month basis until terminated or either party provides written notice of non-renewal to the other at least 30 days before the End Date or any extension thereof.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

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

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

entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered “base pay,” “earned compensation,” or “earnable compensation” as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.

- B. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 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.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 (“PM-11”), EMPLOYEE may earn or receive other revenue (“Additional Revenue”) while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE’S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear

in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

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

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;

- r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

4. Within five calendar days of the hearing, EMPLOYEE will be provided written notice of the decision of the President, which will be final.
5. As required by NCAA Bylaw 11.2.1, EMPLOYEE is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, EMPLOYEE is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if EMPLOYEE is found by the NCAA or LSU to be in violation of NCAA

Bylaws. EMPLOYEE agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. EMPLOYEE further understands that EMPLOYEE has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during EMPLOYEE's employment by LSU.

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is

taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

1. In lieu of termination for cause, and apart from any rights it may have under this Agreement, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, up to and including suspension or leave without pay for a period no longer than 90 days for any act or omission which would be grounds for discipline or termination for cause. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, EMPLOYEE shall be provided written notice of the grounds for the suspension and shall have five calendar days from receipt of such notice to respond in writing to the Athletic Director. After review of any such response, the Athletic Director or the Athletic Director's designee(s) will provide EMPLOYEE with written notice of a decision and/or suspension.
2. Upon written notice and after reasonable opportunity to respond in writing, LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or

Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary and any compensation earned but not yet paid as of the date of the suspension, along with fringe benefits provided under Section 9 of this Agreement, and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss

of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
- A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
    - B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
    - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
    - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.



17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

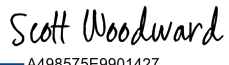
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

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

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 6/11/2020  
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Kevin Nickelberry Date

RECOMMENDED:

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 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR KEVIN NICKELBERRY**

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. **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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

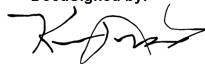
2. **Liquidated Damages for Termination by EMPLOYEE Without Cause.** Pursuant to Section 11(C)(2) of the Agreement, if EMPLOYEE terminates Employment during the Term to accept other employment, EMPLOYEE will pay LSU liquidated damages as follows for the remaining Term:

- A. 50 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept a coaching position in any SEC program; or
- B. 20 percent of all remaining Base Salary Amount and Supplemental Compensation if EMPLOYEE terminates employment to accept any other coaching position.


**[SIGNATURES ON FOLLOWING PAGE]**

*Approved:*

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

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Kevin Nickelberry Date

RECOMMENDED:

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

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and GARRETT RUNION (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of:
    - Effective July 1, 2020 through June 30, 2021: \$140,000
    - Effective July 1, 2021 through June 30, 2022: \$145,000
    - Effective July 1, 2022 through June 30, 2023: \$150,000
  - D. “Position”: Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2023.
  - G. “Program”: The intercollegiate Women’s Golf program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.

4. **Duties and Responsibilities.** EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:
- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
  - 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
  - J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;

- 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 Athletic 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 coaches in similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.
7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.



- D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.
- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

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

1. For purposes of this Section, “cause” for termination shall be defined particularly but not exclusively as:
  - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
  - b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
  - c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
  - d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
  - 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
- q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.
3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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



and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

**12. 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.

**13. 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.

**14. Leave and Overtime.**

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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
Garrett Runion 6/11/2020  
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Garrett Runion Date

RECOMMENDED:

DocuSigned by:  
Scott Woodward 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR GARRETT RUNION**

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, Supplemental Compensation is payable as follows.
  - A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.
  
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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.
    1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.
    2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.
    3. With approval of the Athletic Director, and in an amount determined by the Athletic Director, EMPLOYEE may also receive post-season compensation for SEC/NCAA Coach of the Year awards and/or should EMPLOYEE assist the men's golf sport with post-season competition (within NCAA guidelines).

B. **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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

By: \_\_\_\_\_  
Thomas C. Galligan, Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College  
DocuSigned by:  
*Garrett Runion* 6/11/2020  
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Garrett Runion Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/11/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and JULIA SELL (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$115,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2023.
  - G. “Program”: The intercollegiate Women’s Tennis program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:



- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person

to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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



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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

**12. 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.

**13. 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.

**14. Leave and Overtime.**

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

1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Julia Sell* 6/15/2020  
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Julia Sell Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/15/2020  
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\_\_\_\_\_  
Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR JULIA SELL**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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 the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a contract year shall be \$75,000.

1. Post-Season Incentive Compensation Goals:

a.	SEC Champion	\$ 10,000
b.	Appearance in NCAA Tournament	\$ 5,000
c.	NCAA Final 32	\$ 5,000
d.	NCAA Final 16	\$ 10,000
e.	NCAA Final 4	\$ 20,000
f.	NCAA National Champion	\$ 25,000

2. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

3. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

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 ITA) | \$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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

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

Thomas C. Galligan, Jr. Date

Interim President

Louisiana State University and

Agricultural and Mechanical College

DocuSigned by:

*Julia Sell*

6/15/2020

Julia Sell

Date

RECOMMENDED:

DocuSigned by:

*Scott Woodward*

6/15/2020

Scott Woodward

Director of Athletics

Louisiana State University and

Agricultural and Mechanical College

\_\_\_\_\_  
Daniel T. Layzell

Executive Vice President for Finance and Administration/CFO

Louisiana State University and

Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and MICHAEL SELL (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$115,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2023.
  - G. “Program”: The intercollegiate Women’s Tennis program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Head Coach of the Team and through the Head Coach to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:

- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person



to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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

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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in



this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
    1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
    2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Michael Sell* 6/15/2020  
 \_\_\_\_\_  
 Michael Sell Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/15/2020  
 \_\_\_\_\_  
 A498575E9901427  
 Scott Woodward  
 Director of Athletics  
 Louisiana State University and  
 Agricultural and Mechanical College

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

**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR MICHAEL SELL**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

**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 the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a contract year shall be \$75,000.

1. Post-Season Incentive Compensation Goals:

a.	SEC Champion	\$ 10,000
b.	Appearance in NCAA Tournament	\$ 5,000
c.	NCAA Final 32	\$ 5,000
d.	NCAA Final 16	\$ 10,000
e.	NCAA Final 4	\$ 20,000
f.	NCAA National Champion	\$ 25,000

2. Post-Season Incentive Compensation is additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

3. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

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 ITA) | \$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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

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

DocuSigned by:  
*Michael Sell* 6/15/2020  
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Michael Sell Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/15/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2020, 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 Thomas C. Galligan, Jr., its duly authorized Interim President, and DOUGLAS J. SHAFFER (“EMPLOYEE”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
  - A. “President”: The President or Interim President of LSU.
  - B. “Athletic Director”: The Director of Athletics at LSU.
  - C. “Base Salary Amount”: The annual sum of \$115,000.
  - D. “Position”: Co-Head Coach of the Team.
  - E. “Start Date”: July 1, 2020.
  - F. “End Date”: June 30, 2023.
  - G. “Program”: The intercollegiate Men’s and Women’s Swimming and Diving program at LSU.
  - H. “Team”: The intercollegiate athletic team which is a part of the Program.
2. **Term.** The term (“Term”) of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.
3. **Employment.** LSU does hereby employ EMPLOYEE in the Position for the Term. EMPLOYEE will report directly to the Athletic Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. EMPLOYEE hereby agrees and promises that EMPLOYEE shall, within 30 days of employment by LSU, provide proof to LSU that EMPLOYEE has been issued a Louisiana driver’s license and that all vehicles registered in EMPLOYEE’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
4. **Duties and Responsibilities.** EMPLOYEE’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletic Director:



- A. 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 by the Athletic Director so long as such duties are consistent with those duties typically assigned to Head Coaches at colleges or universities at the same competitive level as LSU;
- 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 Athletic Director and the Senior Associate Athletic Director for 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 Permanent Memorandum 73 ("PM-73") and, as a Responsible Person under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which EMPLOYEE has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73.
- J. Cooperating fully in any investigation of possible violations of any Governing Athletic Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time, and cooperating fully in any LSU internal investigation or inquiry;
- 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 Athletic 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 coaches I similar programs at colleges or universities competing at the same level as LSU.
5. **Sports Camps.** EMPLOYEE, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps or clinics. EMPLOYEE shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.
6. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in 12 equal monthly installments, on LSU's regular monthly payroll date. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at

that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies and LSU Bylaws and Regulations. However, in no event will EMPLOYEE's Base Salary Amount be reduced as a result of any such review.

7. **Supplemental Compensation.** EMPLOYEE shall be entitled to Supplemental Compensation as provided on Schedule A, 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.** EMPLOYEE may be entitled to Incentive Compensation in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** EMPLOYEE shall be entitled to the following benefits, part of which may be paid from affiliated foundation funds:
  - A. Retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. EMPLOYEE understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from EMPLOYEE's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and EMPLOYEE shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. EMPLOYEE further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law, and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
  - B. Membership(s) in a 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.
  - C. An automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$1,000 per month, or (2) to the extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.
  - D. EMPLOYEE will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or the Athletic Director's designee.

- E. As part of any third-party apparel and/or equipment related contract with LSU, EMPLOYEE acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by EMPLOYEE in furtherance of EMPLOYEE'S employment duties and team-related activities as applicable to EMPLOYEE'S employment with LSU.

**10. Additional Revenue.**

- A. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and LSU Permanent Memorandum 11 ("PM-11"), EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the President before engaging in any commercial or private venture, including the use of EMPLOYEE'S name by any commercial, public or private entity, which approval shall not be unreasonably withheld. EMPLOYEE shall report annually to the President and the Athletic Director, in writing, in compliance with NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, and any applicable LSU policy, all athletically-related income or benefits received by EMPLOYEE from sources outside LSU, and LSU shall have reasonable access to all records of EMPLOYEE to verify this report. LSU does not guarantee any amount of Additional Revenue.
- B. EMPLOYEE shall not, without written approval of the President and the Athletic Director and compliance with PM-11, arrange for or agree to the receipt by any other employee of any supplemental pay, bonus, or other form of payment from any outside source.
- C. Without the prior written approval of the President, EMPLOYEE shall not appear on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. EMPLOYEE shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletic Director.

**11. Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE.
  - 1. For purposes of this Section, "cause" for termination shall be defined particularly but not exclusively as:
    - a. Commission of a material and substantial violation (including repeated secondary violations) of Governing Athletics Regulations, or failing promptly to report any such violation by another person

to the President and the Senior Associate Athletic Director for Compliance, or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;

- b. Commission of a material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after EMPLOYEE knew or had constructive knowledge that it was about to occur or was occurring, or (ii) EMPLOYEE failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. Committing or being convicted of either: (i) any felony, or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities;
- 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 reasonably accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person to fail to so respond;
- 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 reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
  - 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 Senior Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge;
  - q. Failure by EMPLOYEE to engage in, and use best efforts to ensure that personnel under EMPLOYEE's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
  - r. Failure to 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 Amount, Supplemental Compensation (if any), and all other compensation and benefits provided for in this Agreement shall terminate on the termination

date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than compensation (including Incentive Compensation) earned prior to the termination date. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Should the EMPLOYEE be reinstated following a hearing, EMPLOYEE shall be paid any lost compensation and benefits, retroactive to the date of the initial notice of termination.

3. Any judgment as to whether the criteria contained in this Section have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, EMPLOYEE shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof and shall have five calendar days from receipt of such notice to respond in writing and/or present documents or other written evidence to the Athletic Director.

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

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



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

1. LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below.
2. Liquidated damages under this Section will be the total Base Salary Amount, Supplemental Compensation and any earned but unpaid Post-Season Incentive Compensation remaining in the Term at the time of termination.
3. In the event of termination by LSU without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term, including any extended term.
5. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive for athletics-related employment from any third party from the termination date until LSU's obligation pursuant to this Section to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment. In the event EMPLOYEE obtains such other employment, EMPLOYEE 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. 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. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and EMPLOYEE on the other hand, shall be the earlier of: (a) the date on which EMPLOYEE provides notice of termination to LSU; (b) the date on which EMPLOYEE accepts employment from another employer; or (c) the date on which EMPLOYEE performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned by unpaid Incentive Compensation. The Parties acknowledge that this provision is intended to obligate EMPLOYEE to repay unearned compensation and fees previously received under the premise that EMPLOYEE would fulfill the Term of this Agreement.
2. If EMPLOYEE terminates employment during the Term, EMPLOYEE will pay to LSU liquidated damages as provided on Schedule A. EMPLOYEE shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
3. Liquidated damages under this Section may be waived, in the sole discretion of the President, if EMPLOYEE is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a replacement for EMPLOYEE, and the impact that the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services. The parties recognize that termination of this Agreement by EMPLOYEE prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
5. Unless notice of termination under this Section has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for EMPLOYEE with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving prior written notice (which written notice shall for the purposes of this Section include electronic mail) to the President and the Athletic Director.

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

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

and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this subsection shall not limit any rights of LSU to terminate EMPLOYEE for cause.

3. EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
4. Notwithstanding any other provision of this Agreement to the contrary, if EMPLOYEE is suspended by the SEC or NCAA, EMPLOYEE shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, EMPLOYEE shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither EMPLOYEE nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or EMPLOYEE of information or documents required by law. EMPLOYEE acknowledges that in the event of either termination of this Agreement for cause, without cause, or otherwise, or suspension or other disciplinary sanction effected in accordance with the procedures established in

this Agreement, EMPLOYEE shall have no right to occupy the Position and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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.
13. **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.
14. **Leave and Overtime.**
  - A. **No Annual Leave.** Because of the specific nature of EMPLOYEE's job duties and the irregular times during which EMPLOYEE will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE acknowledges and agrees that EMPLOYEE will not earn or accrue annual leave.
    1. EMPLOYEE's Base Salary Amount has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.
    2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires EMPLOYEE to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then EMPLOYEE's Base Salary shall be reduced by the dollar value of the annual leave for which EMPLOYEE is credited (using the dollar value of such annual leave as of the date on which the

opinion or ruling is published). This reduction shall be retroactive to the date on which EMPLOYEE's earning of annual leave is calculated to begin, and EMPLOYEE shall repay to LSU the amount of the reduction. EMPLOYEE shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by EMPLOYEE and LSU) from the date on which the EMPLOYEE is given notice that EMPLOYEE will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive EMPLOYEE's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

- B. **No Overtime.** EMPLOYEE qualifies and is designated as exempt under the Fair Labor Standards Act and is not be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
  - C. **Sick Leave.** EMPLOYEE will accrue and use sick leave in accordance with LSU policy.
  - D. **Notice of Absence.** EMPLOYEE is required to receive authorization from the Athletic Director or the Athletic Director's designee prior to being absent from EMPLOYEE's usual duties and responsibilities, not to be unreasonably withheld.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil 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.
23. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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

DocuSigned by:  
*Douglas Shaffer* 6/16/2020  
\_\_\_\_\_  
Douglas J. Shaffer Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/16/2020  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



**SCHEDULE A**  
**SUPPLEMENTAL TERMS FOR DOUGLAS J. SHAFFER**

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, Supplemental Compensation is payable as follows.

A. **Media Participation.** While employed under this Agreement, EMPLOYEE will earn and receive Supplemental Compensation of \$5,000 during each calendar year of this Agreement payable in 12 equal monthly installments on LSU's regular monthly payroll date and pro-rated appropriately for partial years and months. This compensation to EMPLOYEE is for being available for, appearing on or participating in, as requested, University sanctioned television, radio and internet programming concerning LSU and the Team.

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 the goals as outlined in the most recent Additional Compensation Policy for Post-Season Athletics approved by LSU at the time the additional compensation is attained.

1. Post-Season Incentive Compensation as additional compensation for the extra services required of EMPLOYEE in the preparation for and participation in post-season play. If payable, Post-Season Incentive Compensation shall be paid within 60 days following the final postseason game in which Team participates.

2. If EMPLOYEE does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination or re-assignment of position, EMPLOYEE shall not be entitled to Post-Season Incentive Compensation.

B. **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 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 15 percent of the Base Salary Amount per year for the remaining term of this Agreement.

4. **Supplemental Provisions.**

A. Section 14(A) of the Agreement is deleted in its entirety.

*Approved:*

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

DocuSigned by:  
*Douglas Shaffer* 6/16/2020  
\_\_\_\_\_  
Douglas J. Shaffer Date

RECOMMENDED:

DocuSigned by:  
*Scott Woodward* 6/16/2020  
\_\_\_\_\_  
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Scott Woodward  
Director of Athletics  
Louisiana State University and  
Agricultural and Mechanical College

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



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# Board of Supervisors

SECTION E

AUDIT COMMITTEE

BOARD OF SUPERVISORS MEETING | JUNE 19, 2020

# *Internal Audit Risk Assessment and Audit Plan for FY 2020-21*

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LOUISIANA STATE UNIVERSITY

Office of Internal Audit

# Presentation Overview

- ▶ Internal Audit's Role and Focus
- ▶ Audit Resources
- ▶ Planning and Risk Assessment Process
- ▶ Planned Audits by Theme

# Internal Audit's Role and Focus

## ➤ Role

- The Office of Internal Audit's roles include the examination and evaluation of the adequacy and effectiveness of Louisiana State University's (LSU) **governance, risk management process, internal control structure**, and the quality of performance in carrying out assigned responsibilities to achieve the stated goals and objectives.

## ➤ Focus

- The primary focus of Internal Audit is to provide feedback that elements of the risk management process, including internal controls, are functioning as planned, that assets are adequately safeguarded, and that the organization is operating in conformance with established policies, regulations, and laws. The results of internal audits are communicated to executive management and the Audit Committee.


# Internal Audit Resources

Staffing			
	As of 06/30/18	As of 06/30/19	As of 06/30/20
Professional Staff Positions	15	15	15
Administrative Support Positions	1	1	1


Budget		
Budget Category	FY 2020	FY2021 (Tentative)
Salaries	\$ 1,360,456	\$ 1,360,456
Travel	\$ 45,609	\$ 45,609
Operating Services	\$ 24,000	\$ 24,000
Supplies	\$ 84,006	\$ 84,006
Professional Services	\$ 16,259	\$ 16,259
Other Charges	\$ 15,865	\$ 15,865
Fringe Benefits	\$ 167,189	\$ 167,189
Equipment	\$ 5,923	\$ 5,923
	\$ 1,719,307	\$ 1,719,307

# Risk Assessment Process

Solicit input from senior management at both the enterprise and campus levels.



Rely on existing risk identification processes such as ERM and Compliance, where they exist.



Gather and assess input from external sources such as regulatory and industry.



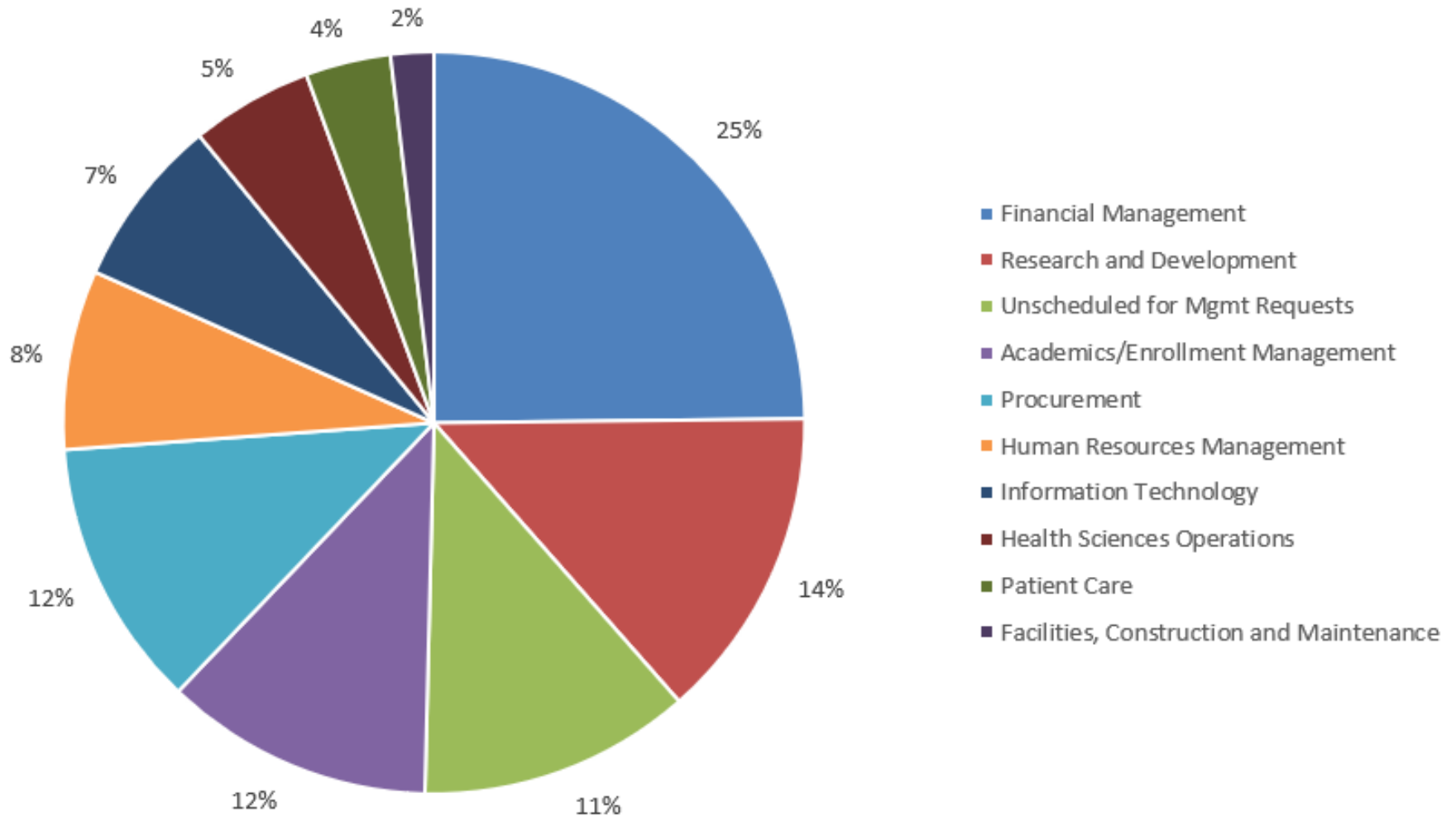
Research and consider current events and emerging risks.



Share information among campus auditors to ensure consistent consideration of risks.



# Planned Audits by Functional Category



# Planned Audits by Theme

AREA	THEME	EXAMPLES
Financial Management	Controls	<ul style="list-style-type: none"> <li>Budgeting, reporting, cash management, and strategic financial planning</li> <li>Assessment and expenditure of student fees</li> <li>Inventory management</li> </ul>
	COVID-19 Related	<ul style="list-style-type: none"> <li>CARES Act and FEMA Funding</li> <li>Inventory management during stay-at-home order</li> </ul>
Information Technology	Operations and Controls	<ul style="list-style-type: none"> <li>IT asset management</li> <li>Patch management</li> <li>Cloud computing</li> <li>System assess controls</li> </ul>
Research and Development	Financial and Compliance	<ul style="list-style-type: none"> <li>Clinical trials</li> <li>Marijuana research, production, and sales</li> <li>Expenditures charged to sponsored projects</li> </ul>
Human Resources	Administration	<ul style="list-style-type: none"> <li>Hiring and termination administration</li> </ul>
	Benefits	<ul style="list-style-type: none"> <li>Employee Health Plan</li> </ul>
Academics/ Enrollment Management	Operational and Compliance	<ul style="list-style-type: none"> <li>University Lab School</li> <li>Admissions and scholarships</li> <li>Academic integrity</li> </ul>
	Admissions	<ul style="list-style-type: none"> <li>Health Sciences Centers</li> </ul>
Facilities, Construction, and Maintenance	Construction/ Capital Projects	<ul style="list-style-type: none"> <li>Public private partnerships and related contracts</li> </ul>
Health Sciences Operations	Financial	<ul style="list-style-type: none"> <li>Feist <u>Weiller</u> Cancer Center (FWCC)</li> <li>PSA Joint Venture</li> </ul>
Procurement	Compliance	<ul style="list-style-type: none"> <li>Inventory management</li> <li>Contract performance – supplier diversity</li> </ul>
Patient Care	Program Administration	<ul style="list-style-type: none"> <li>PBRC Bariatric/Metabolic Surgery Program</li> </ul>

Questions?



## FISCAL YEAR 2020-21 RISK ASSESSMENT AND AUDIT PLAN

### Internal Audit's Role and Scope

The Office of Internal Audit's roles include the examination and evaluation of the adequacy and effectiveness of Louisiana State University's (LSU) governance, risk management process, internal control structure, and the quality of performance in carrying out assigned responsibilities to achieve the stated goals and objectives.

The primary focus of Internal Audit is to provide feedback that elements of the risk management process, including internal controls, are functioning as planned, that assets are adequately safeguarded, and that the organization is operating in conformance with established policies, regulations, and laws. The results of internal audits are communicated to executive management and the Audit Committee.

### Audit Resources

#### Internal Audit Staffing

	As of 6/30/18	As of 6/30/19	As of 6/30/20
Professional Staff Positions	15	15	15
Administrative Support Position	1	1	1

#### Budget

Budget Category	FY 2020	FY 2021 (Tentative)
Salaries	1,360,456	1,360,456
Travel	45,609	45,609
Operating Services	24,000	24,000
Supplies	84,006	84,006
Professional Services	16,259	16,259
Other Charges	15,865	15,865
Fringe Benefits	167,189	167,189
Equipment	5,923	5,923
	1,719,307	1,719,307

## **Planning**

The specific scope of Internal Audit activities is primarily defined through an annual risk assessment process, the purpose of which is to aid in developing a risk-based plan of activities for the upcoming fiscal year. In evaluating risks, major financial, compliance, operational activities and systems, as well as relevant laws, regulations, and internal policies are identified and considered.

The risk assessment process includes soliciting input from senior management at both the system-wide and campus perspective. We also rely on risks identified by management during the Enterprise Risk Management process. Current events and emerging risks are considered as well as information gathered from external sources, such as regulatory and industry. In making a determination regarding the level of risk, the following factors may be considered: inherent risk, existing internal controls, results of analytics, results of previous audits, volume (e.g. number and dollar amount of transactions), value-added potential, management interest, emerging risks and auditor discretion.

### **Primary Risk Categories**

*FINANCIAL* Financial risk components include the potential loss of physical assets or financial resources. This area also includes risks associated with investing, financing, collection of and accounting for revenues, and the expenditure of funds.

*BUSINESS* Business risks include strategic risks which are events that would prevent the University from achieving its goals, and reputational risks which are events that would tarnish the University's public image and potentially impact fundraising, recruitment and retention of faculty and staff.

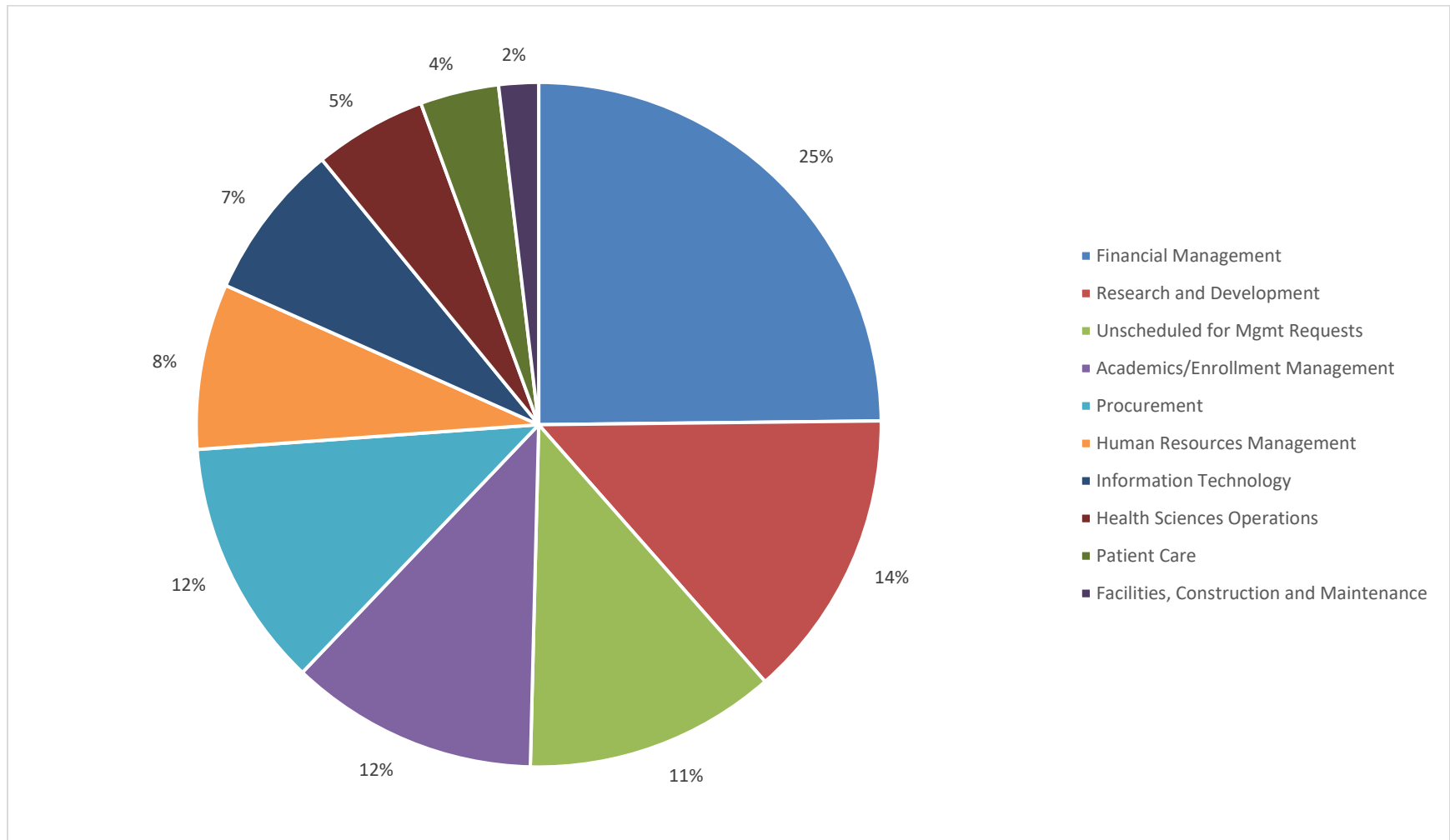
*COMPLIANCE/REGULATORY* Compliance/regulatory risk include penalties associated with non-compliance with laws and regulations and unethical conduct; impacts from unenforceable contracts, lawsuits, or adverse judgments.

*OPERATIONAL* Operational risks include those factors related to the day-to-day activities of the University and those processes established to accomplish its goals.

### **Audit Universe**

Defining the audit universe is a critical step in helping to identify risks and plan internal audits. During our annual planning process, we re-examine the audit universe to ensure that all activities are included and considered. University activities are classified into functional categories to reflect the specific audit universe of LSU. The following graphic illustrates the distribution of our FY 2020-21 planned audit projects by functional category.

### Fiscal Year 2020-21 Planned Audit Projects by Functional Category



## **Fiscal Year 2020-21 Audit Plan**

Our annual risk assessment and planning provides the basis for areas included on the FY 2020-21 audit plan. The plan was developed to allow us to focus our activities on significant areas of risk and management concern that were identified. However, because risks are continually changing and emerging, the audit plan is monitored throughout the year and adjusted if necessary.

In addition to the identified audits, the plan allows for resources to follow-up on corrective actions, continuing professional development for our audit staff, investigations, and for unplanned activities due to emerging risks or priorities that may arise.

The following chart includes analysis of the identified themes in the planned projects for the FY 2020-21 audit plan. The detailed audit plan is included as Appendix A.

## Internal Audit Plan Themes

AREA	THEME	EXAMPLES
Financial Management	Controls	<ul style="list-style-type: none"> <li>Budgeting, reporting, cash management and strategic financial planning</li> <li>Assessment and expenditure of student fees</li> <li>Inventory management</li> </ul>
	Covid 19 Related	<ul style="list-style-type: none"> <li>CARES Act and FEMA Funding</li> <li>Inventory management during stay-at-home order</li> </ul>
Information Technology	Operations and Controls	<ul style="list-style-type: none"> <li>IT Asset management</li> <li>Patch Management</li> <li>Cloud computing</li> <li>System assess controls</li> </ul>
Research and Development	Financial and Compliance	<ul style="list-style-type: none"> <li>Clinical trials</li> <li>Marijuana research, production, and sales</li> <li>Expenditures charged to sponsored projects</li> </ul>
Human Resources	Administration	<ul style="list-style-type: none"> <li>Hiring and termination administration</li> </ul>
	Benefits	<ul style="list-style-type: none"> <li>Employee Health Plan</li> </ul>
Academics/Enrollment Management	Operational and Compliance	<ul style="list-style-type: none"> <li>University Lab School</li> <li>Admissions and scholarships</li> <li>Academic Integrity</li> </ul>
	Admissions	<ul style="list-style-type: none"> <li>Health Sciences Centers</li> </ul>
Facilities, Construction and Maintenance	Construction/capital projects	<ul style="list-style-type: none"> <li>Public private partnerships and related contracts</li> </ul>
Health Sciences Operations	Financial	<ul style="list-style-type: none"> <li>Feist Weiller Cancer Center (FWCC)</li> <li>PSA Joint Venture</li> </ul>
Procurement	Compliance	<ul style="list-style-type: none"> <li>Inventory Management</li> <li>Contract Performance – Supplier Diversity</li> </ul>
Patient Care	Program Administration	<ul style="list-style-type: none"> <li>PBRC Bariatric/Metabolic Surgery Program</li> </ul>



**Internal Audit Plan  
Fiscal Year 2020-21**

<b>CAMPUS</b>	<b>AUDIT AREA</b>	<b>DESCRIPTION</b>	<b>FUNCTIONAL CATEGORY</b>
<b>MULTI</b>	Financial Management	Review of University financial management controls; may include budgeting, reporting, cash management, and strategic financial planning	Financial Management
<b>MULTI</b>	Student Fee Administration	Review of campus controls regarding the assessment and expenditure of student fees	Financial Management
<b>MULTI</b>	Inventory Management	Review of University controls for purchasing, safeguarding, and recording inventory; may include emergency purchases, unique assets, IT assets, and highly sensitive items	Procurement
<b>MULTI</b>	CARES Act and FEMA Funding	Review of University controls regarding the expenditure and distribution of funds along with justification and supporting documentation	Financial Management
<b>MULTI</b>	Contract Performance	Determine contractor compliance with supplier diversity contract terms	Procurement
<b>MULTI</b>	Patch Management	Review controls related to operating and application patching	Information Technology
<b>MULTI</b>	Cloud Computing	Review of contracts and controls related to cloud computing, including review of SOC 2 reports and compliance with state and federal data storage requirements	Information Technology
<b>MULTI</b>	User Access Controls	Review adequacy of system access controls	Information Technology
<b>LSU A&amp;M</b>	Employee Health Plan Administration	TBD; this will be an agreed-upon procedures review in consultation with the CHRO	Human Resources Management
<b>PBRC</b>	Bariatric/Metabolic Surgery Program	Review of program administration; may include financial controls, compliance, and contract structure	Patient Care
<b>HSCNO</b>	Human Resources - Hiring/Termination	Review of employee hiring and termination process	Financial Management
<b>HSCNO</b>	Admissions	Ensure admissions are based on AAMC or other internal policies and regulations	Academics/Enrollment Management
<b>HSCNO</b>	Clinical Trials	Clinical trials follow-up including Louisiana Health Network (LHN) trials	Research and Development
<b>HSCS</b>	Clinical Trials	Review controls for billing clinical trials to assess the reliability and integrity of sponsor's trial systems against relevant written standards	Research and Development
<b>HSCS</b>	Feist Weiller Cancer Center (FWCC)	Financial operations follow-up	Health Sciences Operations
<b>ON-GOING AUDIT WORK TO BE COMPLETED</b>			
<b>LSU A&amp;M</b>	University Lab School Operations	Operational compliance review	Academics/Enrollment Management
<b>MULTI</b>	Public Private Partnerships and Related Contracts	Review of University controls over construction projects, including Nicholson Gateway, HSCNO, etc. Scope will be determined based on final Uniform Affiliation Agreement	Facilities, Construction and Maintenance
<b>LSU A&amp;M</b>	Enrollment Management	Review of University controls over admissions and scholarship awards	Academics/Enrollment Management
<b>LSU A&amp;M</b>	Research Expenditures	Review of University controls over expenditures charged to sponsored projects	Research and Development
<b>AG</b>	Marijuana Operations	Review of University controls surrounding the production, sale, and research of medical marijuana	Research and Development
<b>LSUE</b>	Academic Integrity	Review of University controls to ensure appropriate controls surrounding approving courses, modifying curriculum, and grade changes	Academics/Enrollment Management

**Internal Audit Plan  
Fiscal Year 2020-21**

CAMPUS	AUDIT AREA	DESCRIPTION	FUNCTIONAL CATEGORY
HSCS	Admissions	Ensure admissions are based on AAMC or other internal policies and regulations	Academics/Enrollment Management
HSCS	PSA-Joint Venture	Element of the CEA with Ochsner LSU Health System of North Louisiana(OLHS-NL) - Ochsner LSU Hospitals (OLH)	Health Sciences Operations
HSCNO	Human Resources - Benefits	Review management of employee benefits	Human Resources Management
<b>AUDIT CONSIDERATIONS IF RESOURCES BECOME AVAILABLE</b>			
MULTI	Emergency Preparedness	Review of the COVID-19 pandemic after-action assessment and resulting plan revisions	Asset and Risk Management
MULTI	Gender Equity	Review of efforts to ensure compensation equity among positions within the same department with similar experience and qualifications	Human Resources Management
MULTI	Physical Security (Information Technology)	Review physical security of network and PC/server rooms.	Information Technology
LSU A&M	Athletics	Review of financial and/or compliance controls related to athletics	Auxiliary and Service Departments
LSU A&M	Greek Life	Review of University controls regarding educational efforts, alumni engagement, routine monitoring, hazing prevention/reporting/investigating, etc.	Student Services
LSU A&M	Academic Integrity	Review of controls surrounding approving courses, modifying curriculum, and grade changes	Academics/Enrollment Management
HSCS	Physician Contracts	Review physician agreements and contracts	Financial Management
HSCS	Compliance	Compliance program review	Compliance
HSCS	Travel	Audit new travel policy	Financial Management
HSCNO	Parking	Review parking process for implementation of new procedures	Financial Management
HSCNO	Capital Assets	At home assets, sanitization and obsolescence	Financial Management
HSCNO	Dental School	Review of financial operations	Financial Management
HSCNO	Accounting & Reporting	Accuracy of financial reporting and utilization of PS	Financial Management

INDEX REGULAR BOARD MEETING  
MAY 22, 2020

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II. Invocation and Pledge of Allegiance .....	2
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4.A. Academic & Research Committee .....	2-3
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V. Reconvene Regular Board Meeting .....	6-7
VI. Approve Meeting Minutes .....	7
VII. Reports from Council of Staff Advisors and Council of Faculty Advisors .....	7
VIII. President's Report .....	7-10
IX. Committee Reports .....	10
X. Chair's Report .....	11-13
XI. Adjournment .....	13

MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*University Administration Building Board Room  
Louisiana State University  
3810 W. Lakeshore Drive, Baton Rouge, LA 70808  
MEETING TO BE CONDUCTED TELEPHONICALLY  
Friday, May 22, 2020 | Time: 10:00 a.m. CT*

*Issued May 5, 2020*

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

- On March 11, 2020, Emergency Proclamation Number 25 JBE 2020 declared the existence of a statewide public health emergency.
- On March 17, 2020, Proclamation Number 30 JBE 2020 (Section 4) was issued permitting public meetings through electronic means so long as conditions are met for public participation.
- On March 23, 2020 Proclamation Number 33 JBE 2020 closed all public buildings, ordering a “stay at home” mandate, limiting public gatherings to ten people, and expiring on April 13, 2020.
- On April 2, 2020, Proclamation Number 41 JBE 2020 was issued extending the “stay at home” order through April 30, 2020.
- On April 30, the Governor’s Proclamation Number 52 extended the “stay at home” order through May 11, 2020.
- On May 14th, the Governor issued Proclamation Number 58 instituted Phase 1 of the Resilient Louisiana plan, which extended the stay at home order for persons at risk and continued adherence to social distancing. He also issued Proclamation Number 59 authorizing the ability of boards and commissions to meet remotely.

The mandates of the above executive orders prevent a quorum of the LSU Board of Supervisors from meeting in person and with members of the public. In order to deal with the current emergency, the Board will conduct its meeting on May 22, 2020 through electronic means.

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

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

/s/ Jason Droddy  
Jason Droddy  
Office of the LSU Board of Supervisors

I. Call to Order and Roll Call

Ms. Mary Werner, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through telephonic means on May 22, 2020. Roll was called.

Present

Ms. Mary Werner, Chair  
Mr. Robert S. Dampf, Chair-elect  
Mr. James Williams, Past Chair  
Mr. Glenn Armentor  
Mr. Jack "Jay" A. Blossman, Jr.  
Mr. Richard Brazzel  
Mr. B. Wayne Brown  
Mr. Blake Chatelain  
Ms. Valencia Sarpy Jones  
Mr. Lee Mallett  
Mr. James M. Moore, Jr.  
Mr. J. Stephen Perry  
Mr. Rémy Voisin Starns  
Mr. Jimmie M. Woods, Sr.  
Mr. Robert "Bobby" Yarborough

Absent

Mr. Ronnie Anderson

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Ricky Brazzel and the Pledge of Allegiance was led by Cadet Delaney Dufrene of LSU ROTC.

III. Public Comment

There were no individuals registered for public comment.

The Board recessed the regular meeting to convene the committee meetings.

IV. Committee Meetings

4.A. Academic & Research Committee

The Vice Chair, Mr. Ricky Brazzel, presided in the absence of Mr. Anderson.

4.A.1. Request to Approve Policy on Naming of Facilities

Upon motion by Mr. Chatelain, and seconded by Mr. Yarborough, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** the LSU Board of Supervisors approves the Board Policy on the Naming of University Facilities as presented on May 22, 2020.

4.A.2. Request from LSU Eunice to Establish the Associate of Science Degree in Health Sciences

Upon motion by Mr. Moore, and seconded by Mr. Armentor, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Associate of Science in Health Sciences at LSU Eunice, subject to approval by the Louisiana Board of Regents.

4.A.3. Request LSU A&M to Establish the Graduate Certificate in Transportation Engineering

Upon motion by Mr. Chatelain, and seconded by Mr. Moore, the Committee recommended this resolution for Board approval:

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

4.A.4. Request from LSU A&M to Establish a Bachelor of Science in Digital Marketing

Upon motion by Mr. Yarborough, and seconded by Mr. Chatelain, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request to establish the Bachelor of Science in Digital Marketing at LSU A&M, subject to approval by the Louisiana Board of Regents.

4.A.5. Recommendation to Approve Conferral of Degrees for Calendar Year 2020

Upon motion by Mr. Armentor, and seconded by Ms. Jones, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the conferral of degrees to candidates meeting degree requirements at their respective campus for calendar year 2020;

**BE IT FURTHER RESOLVED** each chancellor is authorized to determine the manner and time to award degrees.

4.B. Finance Committee

4.B.1. Presentation on LSU First Health Plan

An update on the LSU First Health Plan was presented by Ms. Sheantel Baker, LSU Payroll.

4.B.2. Presentation of the FY2020 Budget and Preliminary Budget Topics Related to FY2021

Presentation on budget presented by Mr. Dan Layzell, LSU CFO.

4.C. Property & Facilities Committee

4.C.1. Request from LSU A&M to Acquire Land at the LIGO Observatory in Livingston Parish, Louisiana

Upon motion by Mr. Starns, and seconded by Ms. Jones, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes the President of LSU to purchase two tracts of land adjacent to the LIGO facility in Livingston Parish, totaling approximately 18 acres, from Weyerhaeuser or any related entity which owns that property, for an amount not to exceed \$6,000 per acre; and

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to execute Acts of Sale and other reasonably required agreements to acquire ownership of such property, and to include in such Acts of Sale or other agreements any terms and conditions that he may deem in the best interests of LSU.

4.C.2. Request from LSU A&M to Authorize an Intent to Lease Agreement with the LSU Real Estate and Facilities Foundation to Begin Planning for Implementation of Phase 1 of Parking Improvements

Upon motion by Mr. Brown, and seconded by Mr. Chatelain, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (the "Board"), pursuant to the authority granted by Art. 8, Section 7 of the Louisiana Constitution and La. R.S. 17:3361 and other applicable law, authorizes the President of LSU or designee, to execute and deliver to and with the LSU Real Estate and Facilities Foundation or a special purpose entity created and controlled by it (collectively, "REFF") an Intent to Lease Agreement to continue planning for the Park and Geaux Project; and

**BE IT FURTHER RESOLVED** that to allow REFF to move forward with the due diligence and planning work called for in the Intent to Lease Agreement, the Intent to Lease Agreement shall provide for transferring \$350,000 from LSU to REFF to be used solely for those reasonable direct pursuit costs incurred with LSU's consent; provided further that such funds will be reimbursed to LSU as follows: (1) if the Project achieves financial close, REFF shall reimburse the full amount to LSU; and (2) if the Project fails to achieve financial close, REFF shall reimburse any amounts that have not been expended on direct pursuit costs incurred with LSU's consent; and

**BE IT FURTHER RESOLVED** that the Board, pursuant to the Uniform Affiliation Agreement between it and REFF, finds an acceptable University purpose for REFF to enter into the Intent to Lease Agreement and perform the obligations provided for therein; and

**BE IT FURTHER RESOLVED** that any reference herein to REFF shall include any special purpose entity formed and controlled by REFF for the purpose of furthering this transaction.

- 4.C.3. Request from LSU Health Sciences Center – New Orleans to Approve Demolition of the McDonough #11 School Building at 201 S. Claiborne Ave., New Orleans

Upon motion by Mr. Brown, and seconded by Mr. Moore, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the demolition of the property located at 201 South Claiborne Avenue, New Orleans, LA 70112.

**BE IT FURTHER RESOLVED** that Thomas Galligan, Interim President of Louisiana State University, or his designee, is authorized to include in said contract such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**BE IT FURTHER RESOLVED** that, pursuant to the act of expropriation dated July 8, 2010, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize LSU Health Sciences Center, New Orleans, to record the above property as an asset of LSUHSCNO.

- 4.C.4. Request from Healthcare Services Division to Approve University Medical Center Management Corporation’s Schematic Design and Construction of a Second Garage at UMC New Orleans Campus

Mr. Yarborough recused himself from voting on this item. Upon motion by Mr. Chatelain, and seconded by Mr. Moore, the Committee recommended this resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize UMCMC to construct a second parking garage building at UMC-New Orleans.

**BE IT FURTHER RESOLVED** that Thomas C. Galligan Jr., Interim President, Louisiana State University System, or his designee, be hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with Facility Planning and Control, to approve any revisions to the UMCMC construction plans that he deems in the best interest of the Board of Supervisors.

- 4.D. Legal Affairs Committee

- 4.D.1. Update Regarding *Gruver v. Board of Supervisors, et al.*, U.S.D.C., M.D. La., No. 18-772 SDD-EWD (and U.S. 5th Cir. No. 19-30670) (Executive Session anticipated)

The Board voted to enter Executive Session.

Roll call indicated the following:



Present

Robert Dampf, Chair  
Glenn Armentor, Vice Chair  
Richard Brazzel  
Valencia S. Jones  
Lee Mallett  
Rémy V. Starns  
Stephen Perry  
James Williams  
Jimmie Woods

Absent

Ronnie Anderson

Upon motion by Mr. Moore, seconded by Mr. Brazzel, the Board ended Executive Session.

4.E. Audit Committee

4.E.1. 3<sup>rd</sup> Quarter Audit Summary

Mr. Chad Brackin, Chief Auditor, presented the 3<sup>rd</sup> Quarter Audit Summary.

Mr. Brackin suggested the Committee adopt the recommendation of the report. Upon motion by Mr. Moore, seconded by Mr. Chatelain, the Committee adopted the report as presented.

V. Reconvene Board Meeting

After adjournment of the Committee Meetings, the Regular Board Meeting was called back to order. The roll call was recorded and reflected the following:

Present

Ms. Mary Werner, Chair  
Mr. Robert S. Dampf, Chair-elect  
Mr. James Williams, Past Chair  
Mr. Glenn Armentor  
Mr. Jack "Jay" A. Blossman, Jr. (technical issues prevented audio)  
Mr. Richard Brazzel  
Mr. B. Wayne Brown  
Mr. Blake Chatelain  
Ms. Valencia Sarpy Jones  
Mr. Lee Mallett (technical issues prevented audio)  
Mr. James M. Moore, Jr.  
Mr. J. Stephen Perry  
Mr. Rémy Voisin Starns  
Mr. Jimmie M. Woods, Sr.  
Mr. Robert "Bobby" Yarborough

Absent

Mr. Ronnie Anderson

VI. Approval of Meeting Minutes

Upon motion by Mr. Chatelain, seconded by Mr. Blossman, the Board voted unanimously to approve the minutes of the Board meeting held on March 6, 2020, April 23, 2020, and May 6, 2020.

VII. Reports from Council of Staff Advisors and Council of Faculty Advisors

Due to the format of the meeting, the Council of Staff Advisors submitted written reports that were distributed to the Board prior to the meeting and will be placed in the record. Ms. Werner summarized the reports as such:

“They reported that staff on multiple campuses are still working remotely but are beginning to transition back to their work on campus. Several participated in virtual graduations, with LSUA noting 11 countries were represented among their graduates. Pennington saw its first patient in the gastric clinic. The flagship staff senate conducted a survey in which 1 in 5 people had an immediate family member who lost a job, and there is anxiety about job security.

Thanks to the Staff Advisors and we’ll enter the full report into the record.”

The Council of Faculty Advisors did not submit a report.

VIII. President’s Report

“Good afternoon! As you know, it has been a very busy and extremely successful month since our last regular meeting. From wrapping up the spring semester and celebrating another outstanding graduating class to winding down our PPE production effort at the PMAC and preparing for the start of summer courses, we have achieved many milestones and we are moving forward with plans to reopen our campuses this fall.

But before I discuss those plans, it is my sad duty to inform you that our beloved and respected friend Dr. Henry Gremillion passed away unexpectedly on May 18 after a brief illness. Henry had served as the sixth Dean of the LSU Health New Orleans School of Dentistry since 2008, and he was the only alumnus of the program to ever serve in that capacity. He was recognized nationally for his contributions to the dental profession and was honored with many awards and accolades during his distinguished career. At our New Orleans campus, he was instrumental in diversifying the student body and adding the first new building since its inception, the \$31 million Allen A. Copping, DDS, Advanced Clinical Care and Research Building. Aside from all of his career accomplishments and his dedicated service to LSU, Henry was a wonderful man who was widely loved and greatly respected, and his unexpected departure is a terrible loss for our LSU Family. We send our condolences to his family, friends and colleagues, including his wife of 45 years, Karleen Mackey Gremillion, their four children and 10 grandchildren.

Moving forward, I would be remiss if I didn’t thank everyone involved in making our virtual spring semester a success despite the massive obstacles we faced and the incredibly short timeframe we had to make the transition. The fact that we encountered no major issues – and that

our students were able to remain on track with their studies and successfully complete the semester – is testament to the incredible efforts of our brilliant faculty and staff, and to the resiliency and character of our students.

We celebrated a number of big achievements by our students and faculty during the spring semester. Two of our students won Goldwater and Truman scholarships, two faculty were awarded Fulbright Fellowships, and yet another received a Guggenheim.

We also advanced our research efforts during the stay-at-home order. In fact, while we were remote, our submissions and awards for grant proposals were at or above the numbers from last year. LSU faculty received three NSF RAPID Grants for COVID-19 response, and over the course of this past year, they have more than doubled the previous record for NSF CAREER awards in one year. We learned a lot about remote education during the spring semester and we're applying all we've learned to our remote summer courses. Our LSU Online Learning team continues to provide excellent faculty development opportunities to help them plan, deliver and assess courses. We will continue to provide the best possible learning experience for our students in an online format until we can safely resume in-person classes – which we are making every effort to see happen in the fall semester.

As you know, we celebrated the Class of 2020 last week, and although it was far from a traditional graduation, we had a wonderful virtual event on the main campus last Friday for all graduates, and a number of colleges – including the Law Center, the Vet School and the Ogden Honors College – also held virtual events in which I was able to participate. I have also been to New Orleans and Alexandria and I'm on my way to Shreveport – all made possible by technology and my at-home camera crew, the one and only Susan Galligan. And thanks to Hannah Rovira, I was able to do a live Instagram message to our grads and their families which more than 13,000 folks have already viewed. Finally, I made a Zoom trip to Portsmouth, Rhode Island to welcome Brian Wolfe to the ranks of LSU Alumni. We had very strong participation of these events among our students and their families, and I'm very proud that we were able to honor their achievement in the safest way possible. We continue to make plans for a full commencement ceremony later this year, at which we will be able to celebrate the Class of 2020 in person. As noted, all of our campuses across the state celebrated graduates with virtual events last week and they're also making plans for postponed commencement ceremonies, and we're looking forward to those as well.

On Monday, we began implementing the first of our four-phase plan to begin bringing faculty and staff back to our campuses. This first phase includes less than 25% of our employees and prioritizes those involved with active research projects and/or those who could not do their jobs virtually. We are increasing the cleaning of our facilities, and we're requiring those who have returned to our campuses to follow CDC recommendations for hygienic and social distancing practices. We will continue to monitor the situation to implement additional phases of our plan, and of course, the safety and well-being of our people will guide all our actions. We stand ready to revise our plans – or reverse them – if the situation calls for it, but we are optimistic that we have a solid plan for ensuring safety while gradually bringing our people back to campus. I'd like to thank our EOC director, Jake Palmer, and our entire team, for being so dedicated to the cause.

On Monday, May 18, in conjunction with Baton Rouge General, we provided antibody testing for more than 180 returning employees. We were, to say the least, surprised by the amount of interest and the turnout from our employees.

We are also in serious planning for fall semester. As you know, it's extremely important that we bring our students back to our campus communities. We have shown that we can provide a rigorous education experience with remote learning, but we all know the full LSU experience

cannot be totally replicated online. Our students must have access to our campuses if they are to fulfill their potential and if we are to fulfill our mission to provide them a comprehensive education. We are moving forward with plans to resume in-person classes this fall, but what that looks like at this point is still under review and depends on many things that are simply out of our control. Some of our larger classes could be held remotely, while smaller classes will be able to take place in-person, but in larger facilities so students and faculty can keep a safe distance from one another. We also are adjusting in our residence halls to ensure safety, and again, safety will be our guide in everything we do. I will also note that a combined approach of face-to-face and online instruction – a hybrid learning environment – is not a new idea in higher education. Many institutions have used this approach for a decade or more, allowing students to read and learn course material outside of class and do more application of knowledge experiences during class time. Such an approach, when practical, can increase efficiency and productivity for our students and faculty. As we move forward with our plans for the fall, we will take this opportunity to explore and implement new approaches to instruction that will likely become the standard in higher education in the future.

I'm proud to say that our faculty across all campuses, particularly LSU Health Sciences in Shreveport, New Orleans, and Pennington, have put together a multi-million-dollar research proposal to track and test COVID as our students return to class. This extensive plan calls for statistical sample testing at all our campuses of 10-16% of our populations. The virology and serology tests will be repeated throughout the semester and the data will be collected and studied as part of the extensive research project. We are now working in conjunction with Southern University on the project and together the effort would be a historic partnership between our institutions and it would be a historic initiative in public health – one that will make our state proud while making it safer and healthier at the same time. Additionally, we will have contact tracing in place as well as safe spaces to isolate students who test positive. Right now, I'd like to ask Dr. Chris Kevil, vice chancellor for research at LSU Health Sciences Shreveport, to provide a little overview of our research project for testing, as well as give a brief overview of LSU's development of tests and their overall efficacy"

*Remarks from Chris Kevil.*

Staying in the fall semester, I'm very pleased to report that we have received the largest number of applications, admissions and deposits for the fall semester from first-year students in LSU history. We are expecting another year of record enrollment this fall, and our admitted class is once again the most diverse and academically qualified pool in our history. Putting on my president hat to brag for a moment, this is not a spot many universities (if any) find themselves in at the moment, and it is a testament not only to our exceptional team at enrollment management, but also to the tremendous response LSU has mounted against COVID-19. To assist students, we are waiving late registration fees and offering new tuition payment plans for the fall semester. And again, students attending summer school can take advantage of a 15% cost reduction. We are very focused on retaining our existing students this fall, which is crucial as competition among universities for students has gotten very intense. Funding through the CARES Act will provide some resources for us to distribute to students whose educational trajectory has been negatively impacted by the pandemic, and this will help in retention. The LSU family has been allocated about \$13.5 million in CARES Act funding for student support, and we are targeting aid distribution to those eligible students with the highest levels of demonstrated financial need based on their FAFSA application. We anticipate that approximately 1,800 students will receive funding on the flagship campus, ranging from \$150 to \$1,000 per student.

This past Friday, we began shutting down our incredibly successful PPE production effort at the PMAC. Over the course of about a month, we manufactured 20,000 surgical gowns and 10,000 face

shields, going through 1 million square feet of vinyl in the process. As you may know, the initiative originated with research from our faculty; it brought together completely unrelated units from across campus with a single purpose; and it delivered much-needed equipment to health care professionals on the front lines of the pandemic where it was needed the most. Importantly, the entire effort was staffed by volunteers whom we are very grateful for. Of course, the PMAC initiative was just one of the many ways LSU has stepped up in recent months to respond to the pandemic. We have also made significant contributions to testing efforts in Baton Rouge, New Orleans and Shreveport, and our researchers continue to conduct clinical trials on treatment options and potential vaccines. There is no doubt that our efforts have helped Louisiana flatten the curve and put us on the path of recovery – and in the process we have shown the need for and importance of great research universities like LSU.

Now more than ever, the continued investment in LSU is vital if our state is going to be prepared to confront the next pandemic, natural disaster or crisis. That's the case we've been making to our lawmakers since the Legislative Session resumed earlier this month – that we are worth the investment.

Now, we all know the state's budget is tight, to put it lightly. And although the funding level for higher education remains uncertain, we are hopeful we will not see a significant reduction this year. Thankfully, we are not nearly as reliant on state funding for our budget as we have been in years past. Today, roughly 25% of our budget comes from the state, down from as much 80% in years past. Whatever happens during the Legislative Session, we have been doing everything we can to be financially prudent – including implementing hiring and spending freezes – so that we can weather the financial storm that has been caused by the pandemic. We have instructed our campus directors to plan for potential budget cuts ranging from 5 to 10%. At the outset of this pandemic, I assured our students, faculty and staff that if we moved forward with courage, calmness, compassion and cleanliness that we would find ourselves on the other side of this crisis.

Clearly, we are not on the other side just yet, but to this point I think we have confronted the historic challenges of the past few months with remarkable success. In the coming months, our focus will remain on the future and my message will remain the same: With continued courage, calmness, compassion and cleanliness, each passing day will bring us another day closer to that highly anticipated day when we can say with confidence that we have finally emerged from this crisis.

I'd like to close by saying how very proud I am of the entire LSU family of campuses, their leadership, their students, their faculty and their staff. Every single person has stepped up in the fight against COVID, in support of maintaining our excellence in educational delivery, and for protecting our research missions. It is a privilege to watch such dedication play out every single day, whether virtually or in-person. Thank you."

#### IX. Committee Reports

Mr. Chatelain made a motion to accept all committee recommendations and approve those resolutions. Mr. Dampf seconded the motion. Mr. Yarbrough indicated his recusal from Item 4.C.4, but that his consent would apply to all other items. With the one recusal and no objection. The Board adopted all committee reports.

X. Chair's Report

"Now for the chair's report. I want to echo President Galligan and so much of what he said, the extraordinary efforts across all of LSU, during this time that has brought us closer together even though we must stay distanced. I especially want to thank all of the work to make our first ever graduation virtually. Like no other team can do. Also, the registrar's office and staff.

They were tasked with not delivering diplomas to the PMAC and other facilities, and facilities on all other campuses, but our offices around the state and including here on the many campus, were tasked with shipping and mailing diplomas to each and every graduate. While they were socially distanced, I received a few pictures and this was an extraordinary effort and I want to thank them, their staff for all of the work that they did. At others probably a few glitches, I know sometimes my mail is not arrived on time, and I want to thank all of the Tiger families for sharing photos of your celebrations, for the texts, for the pictures, and understand that everyone is doing their best to make sure that each Tiger receives the appropriate certificate and diploma, and we celebrate and cannot wait to livery with you in person.

Another unfortunate remark that I need to make:

Today, I would like to remember a very special Tiger, in fact two of them. In the last month LSU has lost two extraordinary women who had a great impact on Louisiana and LSU, first Tony Stevenson lost her battle with cancer only a few weeks ago, Tony stood alongside her husband Emmitt, and made great inspirational/ gave great inspirational leadership, through their dedication and gifts to many aspects in many areas of LSU, to assist our faculty and our students, to carry on the mission that we have here. We send our deepest sympathies to the Stevenson family, Tony will be dearly missed.

The second is someone who I knew a little bit better than I knew Tony, she was a very important person to all of us, and very important to education in Louisiana. Melinda Mangum. She was a fierce tiger, she served on the board of executive committee, and honors college council, TAF, she became a teacher after a grumpy faculty advisor told her nice and smart girls become teachers, and how lucky we were that that advisor gave her that advice.

Melinda's career as a teacher, as an educator, and an impassioned advocate, excellence teaching and excellence in her students, excellence across education will never be forgotten, the entire LSU family was to share our condolences with Miss Magnum's daughter, Elizabeth, and her entire family, Melinda taught in many places across the state, and gave her time to many students in many organizations. Here in South Louisiana, and North Louisiana, she taught at Lee High, Episcopal High, In North Louisiana Airline High, Glenn Oaks High School, Valley Park Middle School, St. James Episcopal, St. Mark's Episcopal, Lafayette High School, and she was serving, not only as an educator, but as the Dean of Academic Affairs at Ascension Episcopal school, where she waged and lost her great battle with cancer. Her degrees and professional awards are numerous.

I want to highlight three, she was named White House distinguished teacher by President George H Bush and President William Jefferson Clinton, and she was also named an outstanding educator by many universities. The University of Miami, Texas A&M, MIT, and the Illinois Institute of Technology.

Governor John Bel Edwards appointed her to the college and career readiness commission time she loved her tigers and I will miss seeing her joining at football games wearing her tiger striped scarf and also with many people miss the numerous letters that always came filled with glitter, the

letters that she wrote to her students even in her last days will always be remembered and treasured.

We will miss her dearly. And I challenge all of our students going into the field of education to carry on Melinda's legacy, and in that the family has established a scholarship at LSU, and I'm very proud to carry on the work that Melinda did in supporting future educators through those who want to memorialize her.

Another comment I want to make is that we are very hopeful and optimistic as the president said about the opening of the campus, bringing our faculty and researchers back and our students back to the labs and classrooms in the fall. Wonderful news that we just heard from the SEC, LSU is ready to go again! Two groups of LSU family that I want to especially recognize today: As has become a tradition not only across this country but across the world, is the opportunity for people to stop at a certain time in the day and thank healthcare workers, often by applause, standing outside of hospitals, outstanding on balconies in Spain and Italy, it's inspirational.

And we as LSU should do the same. So to our doctors, nurses, therapists, nursing aides, custodians, our researchers, receptionists, and hospital volunteers, although serving in our healthcare hospitals and clinics who are LSU Tigers by training and as I always like to say, LSU Tigers because they joined us in their career. We salute you, we applaud you and we thank you. You are carrying Louisiana forward and we are at the forefront of the work being done across this country. And the heavy lift that has been done with all of our teams at LSU from Shreveport to New Orleans and Pennington, the act school that school and everywhere in between has helped Louisiana over, and be a leader in the fight against COVID-19.

And finally to the LSU employees that we recognize today. For the effort they made to come to campus to become line cutters and line sewers so we can supply the governor's office of Homeland security and emergency preparedness. Hospitals and clinics across the state with the PPE that was so desperately needed in the initial weeks and months of this fight against the coronavirus. Thank you for your dedication and service.

Then finally, I have something and someone to recognize and it is with a little bit of sadness but a lot of joy that we had the opportunity on this board to serve with Richard Brazzel. Today is a student member, this will be his last meeting. Ricky has been a spectacular board member and has really represented the students across all of the LSU campuses as well. In honor of his contributions, I am offering a resolution that I will now read into the record.

Whereas, Richard Brazzel has been an exceptionally active policeman in student government at LSU Alexandria earning election twice as the student body president and whereas, Mr. Brazzel served as student government senator and treasurer a role in which he revamped the budgeting system of LSU's student government to better serve its students and whereas, Mr. Brazzel instituted a new election system for student government at LSU Alexandria, greatly increasing overall student engagement, specifically in the form of participation in elections and whereas, Mr. Brazzel used his position to advocate for students at both the United States capital and the Louisiana capital including offering testimony before to legislative education oversight committees.

Whereas, Mr. Brazzel ensure that the student body and public at large were aware of activities at LSU of Alexandria by hosting Town hall meetings with students, faculty, and staff, as well as being available for media interviews and personal conversations with interested constituents and whereas, Mr. Brazzel was also active in campus life by serving as link president of the LSU

Alexandria chapter of campus ministries international and whereas, Mr. Brazzel was elected to serve as the student member on the LSU Board of Supervisors in 2019 and was selected as vice chair of the academic and research committee.

Whereas, he has served the entire LSU family of institutions with great pride and respect and whereas, Mr. Brazzel has participated in the governance of the LSU university family on issues related to academic programs, student affairs, COVID response, and more. And whereas, Mr. Brazzel served with the highest level of professionalism, taking a thorough deliberate approach to significant decisions charmed him the respect of his fellow board members. Now, therefore, be it resolved that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College recognize Richard Brazzel for his service to LSU Alexandria and the Board of Supervisors. And wish him the best of luck in his future endeavors.

Is there any objection to the adoption of this resolution?

Without objection, the board is unanimous in its appreciation of your efforts. Mr. Brazzel, would you care to say a few words?

*Comments from Mr. Brazzel.*

Ricky, your service has been incomparable and we hope to welcome you back to Baton Rouge once you've graduated and perhaps to law school I understand, and we look forward to you continuing your service. You are an extraordinary example for Student Leader. Thank you for all of your service!"

XI. Adjournment

Chair Werner reported the next Board of Supervisors meeting will be June 19, 2020 in Baton Rouge. With no further business before the Board, Ms. Werner asked for a motion to adjourn the meeting. With a motion by Mr. Armentor, seconded by Mr. Chatelain, the meeting was adjourned.



Louisiana State University  
Office of Internal Audit

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# **Quarterly Audit Summary**

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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## LSU System

### **Management Letter (Legislative Auditor)**

#### Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

#### Audit Scope and Objectives:

The objective of this engagement was to audit the financial statements for the LSU System for the year ended June 30, 2019. Excluded from the scope were the following affiliates: LSU Healthcare Network and subsidiaries, the Health Care Services Foundation and its subsidiary, Stephenson Technologies Corporation, the LSU Foundation, the Tiger Athletic Foundation, or the LSU Health Sciences Foundation in Shreveport.

#### Audit Findings:

The audit concluded that the financial statements fairly presented the respective financial position of the System and were in accordance with generally accepted accounting principles.

#### Management's Response and Corrective Action Plan:

A management response was not required.

## LSU A&M – Baton Rouge

### **Laboratory Safety**

#### Audit Initiation:

This review originated as a scheduled audit from the FY 2019 Board approved audit plan.

#### Audit Scope and Objectives:

The primary objective of the audit was to evaluate whether controls were sufficient to ensure safety within the research and teaching laboratories. The audit covered the period July 1, 2018, to May 31, 2019, at LSU A&M and Agricultural Center on the Baton Rouge campus.

# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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## Audit Findings and Recommendations:

We noted issues with controls surrounding laboratory closeouts, training, tracking/monitoring hazardous materials, and preliminary safety assessments. As a result, we provided management the following recommendations:

- Implement a process to notify LSU Office of Environmental Health & Safety (EHS) of investigator's pending departure so proper laboratory closeout procedures can be performed timely.
- Periodically report non-compliance with safety training requirements to the respective Dean or Department Head.
- Establish procedures to ensure laboratories are evaluated for appropriate safety protocol and equipment prior to start-up.
- Develop a process for tracking and monitoring hazardous materials purchased by University personnel.

## Management's Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action plans which will be fully completed by December 31, 2020.

## **NCAA Agreed Upon Procedures (Legislative Auditor)**

### Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor (LLA).

### Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted agreed upon procedures to assist in evaluating whether the Statement of Revenues and Expenses of the LSU A&M Athletic Department is in compliance with the National Collegiate Athletic Association (NCAA) Bylaw 3.2.4.15 for the year ended June 30, 2019.

### Audit Findings and Recommendations:

There were no significant findings reported.

# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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Management's Response and Corrective Action Plan:

A management response was not required.

## Pennington Biomedical Research Center

### **Laboratory Safety**

Audit Initiation:

This review originated as a scheduled audit from the FY 2020 Board approved audit plan.

Audit Scope and Objectives:

The primary objective of the audit was to evaluate the controls in place to promote safety, train laboratory personnel, secure facilities, and prevent accidents. The audit covered the period July 1, 2018, to September 1, 2019, at the Pennington Biomedical Research Center.

Audit Findings:

We noted issues with controls regarding laboratory inspections and access to research facilities. As a result, we provided management the following recommendations:

- Establish an independent oversight component for initial and routine laboratory inspections as well as follow-up actions.
- Develop criteria for laboratory entry points to established how access to these facilities should be controlled.

Management's Response and Corrective Action Plan:

Management agreed with the recommendations and is in the process of implementing corrective action plans which will be fully completed by September 30, 2020.

# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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## Louisiana State University Health Sciences Center Shreveport (LSUHSC-S)

### **Laboratory Safety**

#### Audit Initiation:

This audit was included on the Board approved Fiscal Year 2019 audit plan.

#### Audit Scope and Objectives:

The objectives of this audit included an evaluation of internal controls for the processes used by LSUHSC-S to ensure safety in research and teaching laboratories.

The scope of our work included a review of policies and controls designed to ensure safety within active research and teaching laboratories for the period July 1, 2018, to June 30, 2019.

#### Audit Findings:

We noted issues with controls related to the governance of laboratory safety, policies for periodic physical inventory counts of chemicals, and access to laboratories. As a result, we recommend that management:

- Conduct periodic general laboratory safety and radiation inspections and report identified deficiencies to management.
- Post hazard notification signage and emergency contact information on laboratory doors.
- Conduct and document inspections to ensure that safeguards function as expected.
- Keep laboratory doors closed while work is being performed and while laboratories are unoccupied.
- Conduct and document laboratory close-outs.
- Maintain a comprehensive laboratory listing.
- Conduct and document training related to laboratory safety.
- Develop and implement a chemical inventory policy.
- Review laboratory access to ensure that only authorized individuals have access.

# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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Management's Response and Corrective Action Plan:

Management concurred with our recommendations and is in the process of implementing corrective action plans.

## **Agreed Upon Procedures (Louisiana Legislative Auditor)**

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted agreed upon procedures at LSUHSC-S to assist in determining whether end-of-participation procedures for the Federal Perkins Loan Program were properly performed per the compliance requirements.

Audit Findings and Recommendations:

There were no significant findings reported.

Management's Response and Corrective Action Plan:

A management response was not required.

## **Louisiana State University Health Sciences Center New Orleans (LSUHSC-NO)**

### **Financial Aid**

Audit Initiation:

This audit was included on the Board approved Fiscal Year 2020 audit plan.

Audit Scope and Objectives:

The objectives of this audit included an evaluation of the effectiveness of internal controls in the following areas:

# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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- Scholarships
- Title IV Aid
- Waivers and Exemptions
- System Access

The scope of this audit included a review of financial aid and scholarships awarded to students at LSUHSC-NO during the 2018 Fall, 2019 Spring, 2019 Summer, and 2019 Fall semesters.

Audit Findings and Recommendations:

Our review noted issues related to scholarship governance and the Rural Scholars Track program. As a result, the following recommendations to management were made:

- Implement controls to ensure the following:
  - Origination documentation for each scholarship is established and maintained.
  - Maximize scholarship utilization when funding is available
  - Maintain documentation for selection of scholarship recipients
- Implement controls for continuous monitoring for the Rural Scholars Track program

Management's Response and Corrective Action Plan:

Management's response is pending.

## **Management Letter (Louisiana Legislative Auditor)**

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor's Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor's (LLA) Office conducted procedures at Louisiana State University Health Sciences Center New Orleans (LSUHSC-NO) as part of the LSU System audit, and



# Quarterly Audit Summary

*Fiscal Year 2020, 2<sup>nd</sup> Quarter*

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to evaluate its accountability over public funds for the period July 1, 2018, through June 30, 2019.

Audit Findings and Recommendations:

The prior year finding “Inadequate Controls Resulting in Theft via Wire Transfers” was resolved.

Management’s Response and Corrective Action Plan:

A management’s response was not required.

## Louisiana State University Health Sciences Center Health Care Services Division

### **Management Letter (Louisiana Legislative Auditor)**

Audit Initiation:

This external audit was conducted by the Louisiana Legislative Auditor’s Office.

Audit Scope and Objectives:

The Louisiana Legislative Auditor’s (LLA) Office conducted procedures at Louisiana State University Health Sciences Center – Health Care Services Division (HCSD) as part of the LSU System audit, and to evaluate the Center’s accountability over public funds for the period July 1, 2018, through June 30, 2019.

Audit Findings and Recommendations:

Management has resolved the prior-year findings related to “Weaknesses in Agreements for Use of State Assets” and “Noncompliance with Debt Collection Requirements.”

Management’s Response and Corrective Action Plan:

A management response was not required.

**LSU**  
**Deposit and Collateral Report**  
**For the Quarter Ended March 31, 2020**

Deposits Requiring Posting of Collateral:	Demand Deposit Sweep/MMA Repurchase	Certificates of Deposit	Total Deposits in Financial Institutions	Collateral (1)
<b>LSU A&amp;M, LSU Alexandria, LSU Eunice, LSU Shreveport, and LSU Health New Orleans</b>				
Chase - LSU, Health Plan Premium	\$ 180,275,524		\$ 180,275,524	\$ 214,020,336
Cottonport Bank-LSU Ag Center	1,331,477		1,331,477	1,710,754
Capital One - LSU-A	5,937,138		5,937,138	5,937,138
St. Landry Bank - LSU-E	321,477		321,477	1,206,338
Campus Federal Credit Union - LSU-S		\$ 100,349	100,349	250,000
Capital One (Hibernia National Bank) - LSU-S	25,872,477		25,872,477	26,134,926
Chase-HSCNO	85,006,468	18,600	85,025,068	90,602,705
<b>Total</b>	<b>\$ 298,744,561</b>	<b>\$ 118,949</b>	<b>\$ 298,863,510</b>	<b>\$ 339,862,197</b>
<b>LSU Health Shreveport</b>				
JPMC-Shreveport	\$ 60,648,335		\$ 60,648,335	\$ 97,750,000
JPMC-Shreveport Endowment Fds	1,444,752		1,444,752	
<b>Total</b>	<b>\$ 62,093,087</b>	<b>\$ -</b>	<b>\$ 62,093,087</b>	<b>\$ 97,750,000</b>
<b>LSU Health Care Services Division</b>				
JP Morgan Chase (HCSD)	\$ 101,381,193		\$ 101,381,193	\$ 86,349,176
Capital One (MCLNO Trust Fund)	4,722,042		4,722,042	4,913,246
<b>Total</b>	<b>\$ 106,103,235</b>	<b>\$ -</b>	<b>\$ 106,103,235</b>	<b>\$ 91,262,422</b>
<b>Total Requiring Collateral</b>	<b>\$ 466,940,883</b>	<b>\$ 118,949</b>	<b>\$ 467,059,832</b>	<b>\$ 528,874,619</b>
<b>Deposits In Trust or Federal Obligations Not Requiring Collateral</b>				
Federated Money Markets	\$ 8,883,606		\$ 8,883,606	
Federated Funds-Treas. Oblig. (2)	14,202,465		14,202,465	
<b>Total</b>	<b>\$ 23,086,071</b>	<b>\$ -</b>	<b>\$ 23,086,071</b>	
<b>Total Deposits</b>	<b>\$ 490,026,954</b>	<b>\$ 118,949</b>	<b>\$ 490,145,903</b>	

(1) Collateral amounts include FDIC coverage of \$250,000 on Demand Deposits, \$250,000 on CD's and \$250,000 by the National Credit Union Share Insurance Fund on deposits with Campus Federal Credit Union.

(2) One Group & Federated Funds are no-load, open ended mutual funds investing in U.S. Treasury obligations.



**LSU**  
**Investment Summary**  
**For the Quarter Ended March 31, 2020**

Fund Description	As of 7/1/2019	As of 9/30/2019		As of 12/31/2019		As of 3/31/2020		As of 06/30/2020	
	Value	Cost	Market Value	Cost	Market Value	Cost	Market Value	Cost	Market Value
<b>LSU Health Shreveport</b>									
<b>Current Funds</b>									
Cash/Sweeps S.	\$89,889,498	\$70,683,655	\$70,683,655	\$46,996,658	\$46,996,658	\$60,648,335	\$60,648,335		
<b>Cash/Sweeps</b>	<b>\$89,889,498</b>	<b>\$70,683,655</b>	<b>\$70,683,655</b>	<b>\$46,996,658</b>	<b>\$46,996,658</b>	<b>\$60,648,335</b>	<b>\$60,648,335</b>	<b>\$0</b>	<b>\$0</b>
Money Market Accounts/Repos (A)									
Treasury Notes (B)	\$21,227,616	\$24,248,173	\$25,076,720	\$26,315,466	\$27,045,469	\$32,516,052	\$34,117,320		
Agency Securities (B)	\$7,837,263	\$5,503,179	\$5,493,463	\$2,251,088	\$2,247,710	\$6,150,165	\$6,114,477		
Mortgaged Backed Securities (B)	\$41,033	\$42,305	\$40,464	\$41,893	\$40,000	\$41,472	\$39,325		
Municipal Bonds (E)	\$14,427,928	\$10,453,357	\$10,527,028	\$8,325,161	\$8,362,219	\$7,701,630	\$7,751,226		
Corporate Bonds (D)	\$23,971,570	\$23,252,778	\$24,094,280	\$25,337,409	\$26,127,870	\$30,216,494	\$31,124,500		
<b>Total</b>	<b>\$157,394,908</b>	<b>\$134,183,447</b>	<b>\$135,915,610</b>	<b>\$109,267,675</b>	<b>\$110,819,926</b>	<b>\$137,274,148</b>	<b>\$139,795,183</b>	<b>\$0</b>	<b>\$0</b>
<b>Endowment Funds</b>									
Cash/Sweeps	\$2,155,226	\$1,608,982	\$1,608,982	\$1,492,752	\$1,492,752	\$1,444,752	\$1,444,752		
Equity Securities (C)	\$18,570	\$7,650	\$19,769	\$7,650	\$19,942	\$7,650	\$16,876		
Mutual Funds	\$62,469,830	\$57,440,989	\$63,561,655	\$58,316,169	\$65,706,042	\$58,987,652	\$60,679,801		
<b>Total</b>	<b>\$64,643,626</b>	<b>\$59,057,621</b>	<b>\$65,190,406</b>	<b>\$59,816,571</b>	<b>\$67,218,736</b>	<b>\$60,440,054</b>	<b>\$62,141,429</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$222,038,534</b>	<b>\$193,241,068</b>	<b>\$201,106,016</b>	<b>\$169,084,246</b>	<b>\$178,038,662</b>	<b>\$197,714,202</b>	<b>\$201,936,612</b>	<b>\$0</b>	<b>\$0</b>
<b>LSU HCSD</b>									
<b>Current Funds</b>									
Cash/Sweeps	\$71,884,901	\$81,683,701	\$81,683,701	\$109,330,588	\$109,330,588	\$101,381,193	\$101,381,193		
<b>Total</b>	<b>\$71,884,901</b>	<b>\$81,683,701</b>	<b>\$81,683,701</b>	<b>\$109,330,588</b>	<b>\$109,330,588</b>	<b>\$101,381,193</b>	<b>\$101,381,193</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Funds</b>									
Cash/Sweeps	\$4,042,419	\$4,193,473	\$4,193,473	\$4,572,877	\$4,572,877	\$4,722,042	\$4,722,042		
Money Market Accounts/Repos (A)	\$8,767,824	\$8,814,509	\$8,814,509	\$8,852,167	\$8,852,167	\$8,883,606	\$8,883,606		
Equity Securities (C)	\$380,085		\$350,226		\$346,109		\$188,331		
<b>Total</b>	<b>\$13,190,328</b>	<b>\$13,007,982</b>	<b>\$13,358,208</b>	<b>\$13,425,044</b>	<b>\$13,771,153</b>	<b>\$13,605,648</b>	<b>\$13,793,979</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$85,075,229</b>	<b>\$94,691,683</b>	<b>\$95,041,909</b>	<b>\$122,755,632</b>	<b>\$123,101,741</b>	<b>\$114,986,841</b>	<b>\$115,175,172</b>	<b>\$0</b>	<b>\$0</b>
<b>System Total</b>	<b>\$904,579,145</b>	<b>\$998,726,941</b>	<b>\$1,014,316,081</b>	<b>\$899,306,318</b>	<b>\$911,515,429</b>	<b>\$1,010,726,142</b>	<b>\$1,016,901,710</b>	<b>\$0</b>	<b>\$0</b>

\* Negative balance in the cash/Sweeps section of the current funds does not represent an actual negative bank balance, rather it represents a timing difference of the allocation of the current funds.  
\*\* Small endowment funds at LSUS were moved to the LSUS Foundation to accommodate Workday.

\*\*\* LSU Paid Campuses include the following: LSU, LSU Ag Center, LSUA, LSUE, LSUS, LSU Health New Orleans, and the LSU Pennington Biomedical Research Center.

**BENCHMARK NOTES (Example Only)**

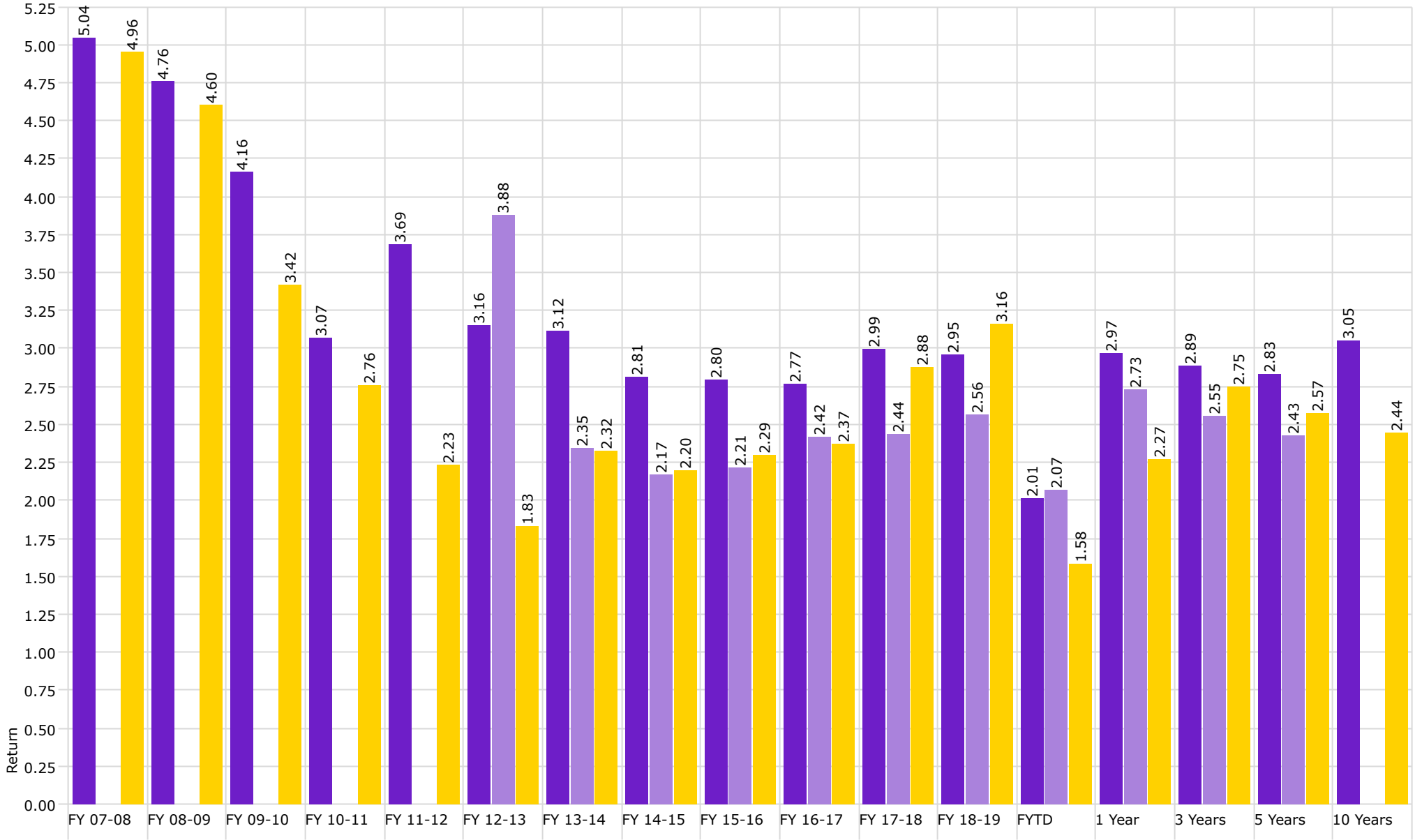
- (A) Benchmarked against 90 day T-Bill
- (B) Benchmarked against Barclay's US Agg Bond TR USD
- (C) US equities benchmarked against Russell 3000 and international against MSCI emerging markets
- (D) Benchmarked against XYZ
- (E) Benchmarked against XYZ

Disclaimer: Pursuant to PM-9, corporate bonds/notes only available for investment beginning 7-1-2011.  
Louisiana law provides for restrictions on maturity and allocation and may effect benchmark comparisons.



# Investment Management Program Non Endowed Accounts **Realized Yield**

As of 3/31/2020



■ Non Endowed

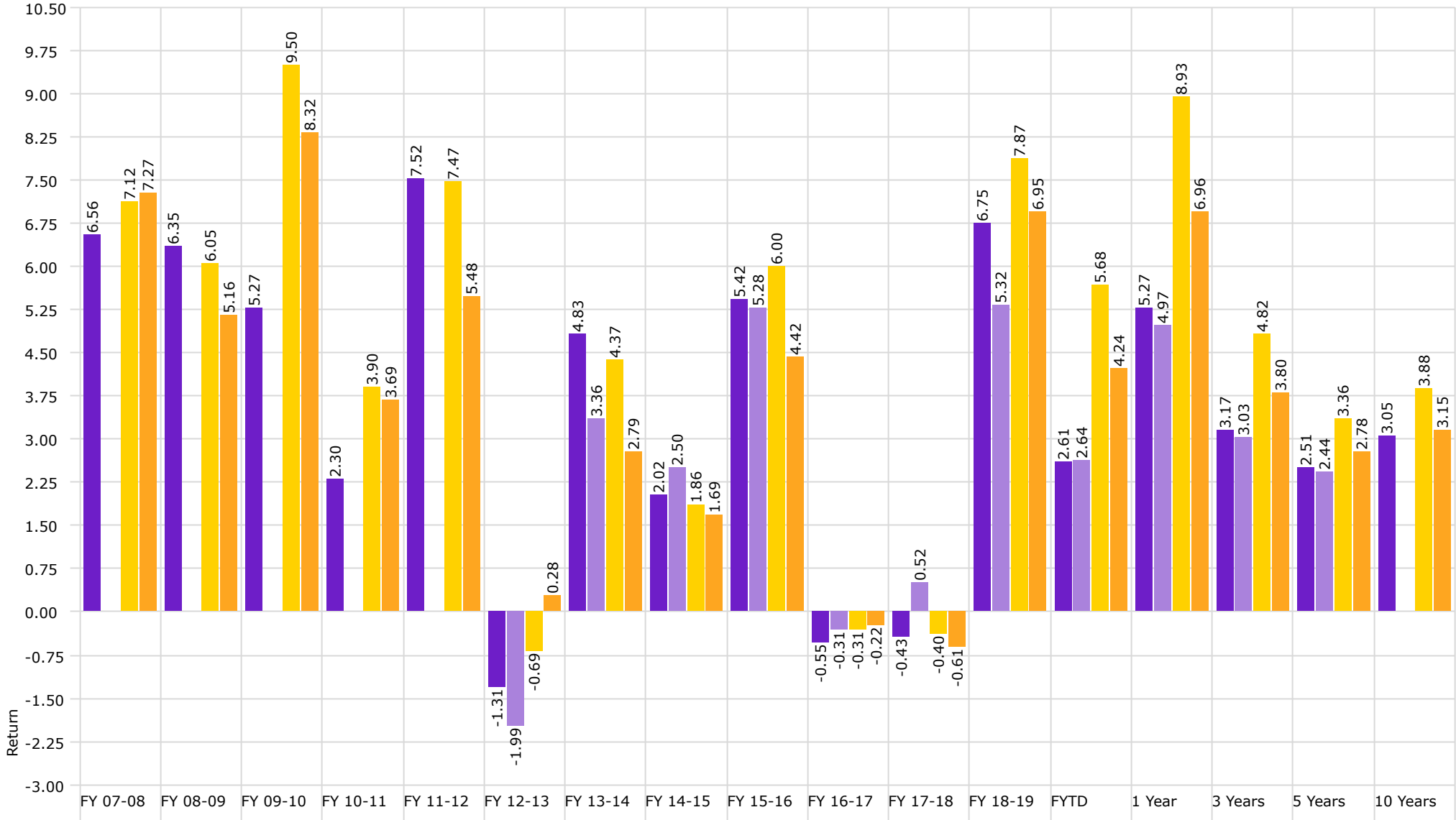
■ Health Plan

■ Barclays Aggregate Bond Index



# Investment Management Program Non Endowed Accounts **Total Return**

As of 3/31/2020



■ Non Endowed

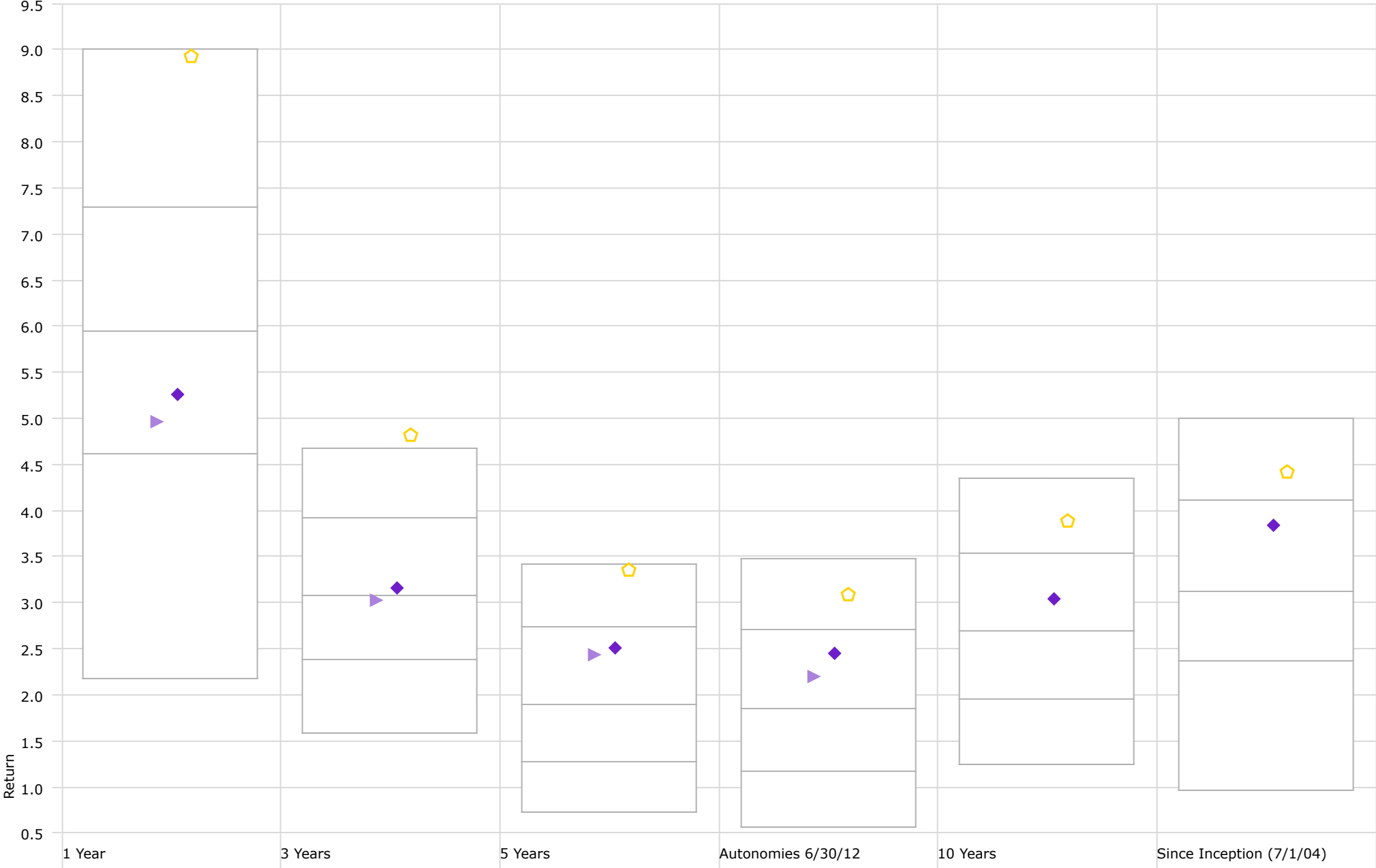
■ Health Plan

■ Barclays Aggregate Bond Index

■ BBgBarc US Gov/Corp Intermediate TR USD

# Performance Relative to Peer Group

Peer Group (5-95%): All Managed Investments - U.S. - Intermediate Core Bond



◆ Non Endowed

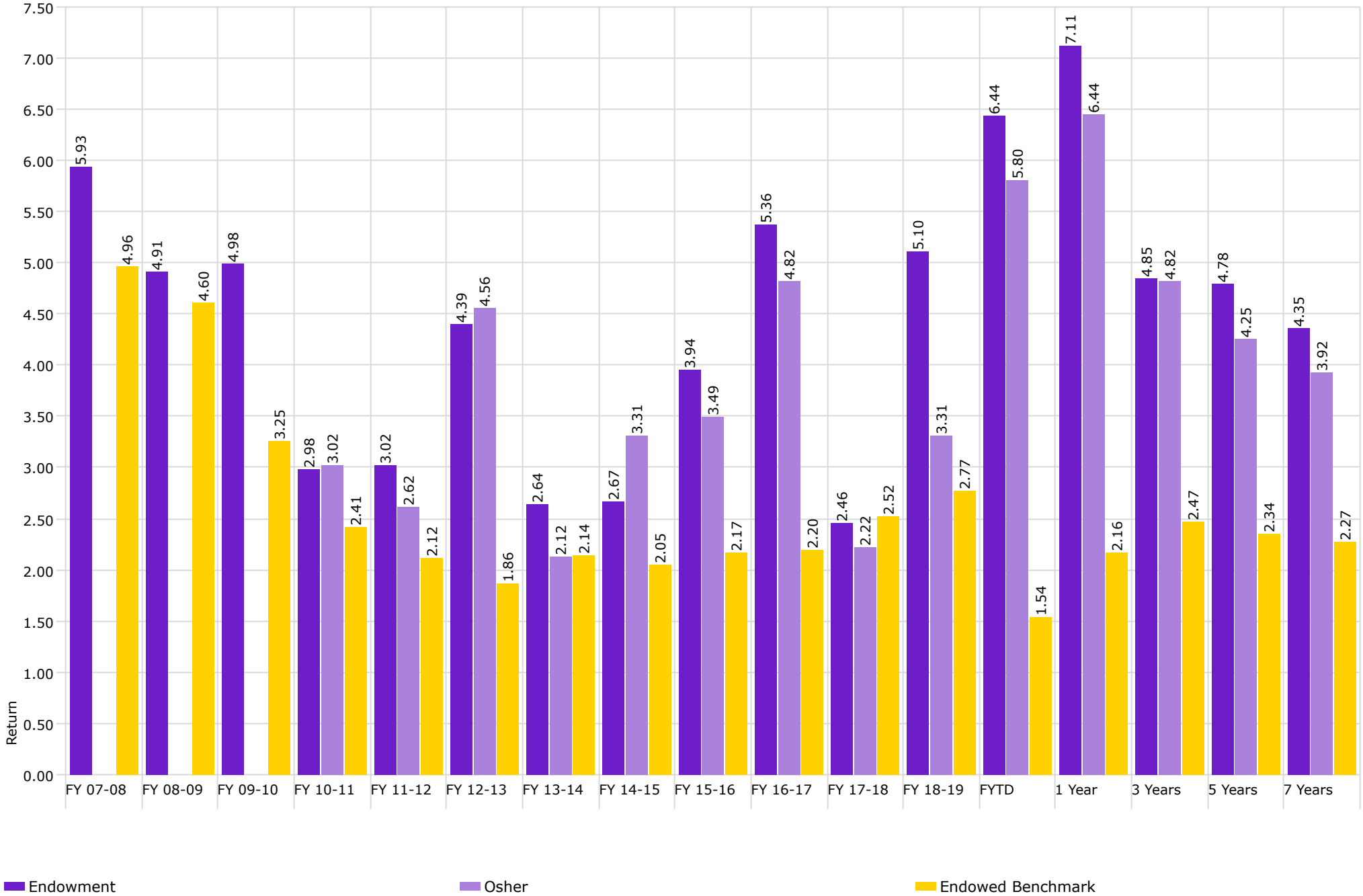
▶ Health Plan

⬠ Barclays Aggregate Bond Index



# Investment Management Program Endowed Accounts **Realized Yield**

As of 3/31/2020

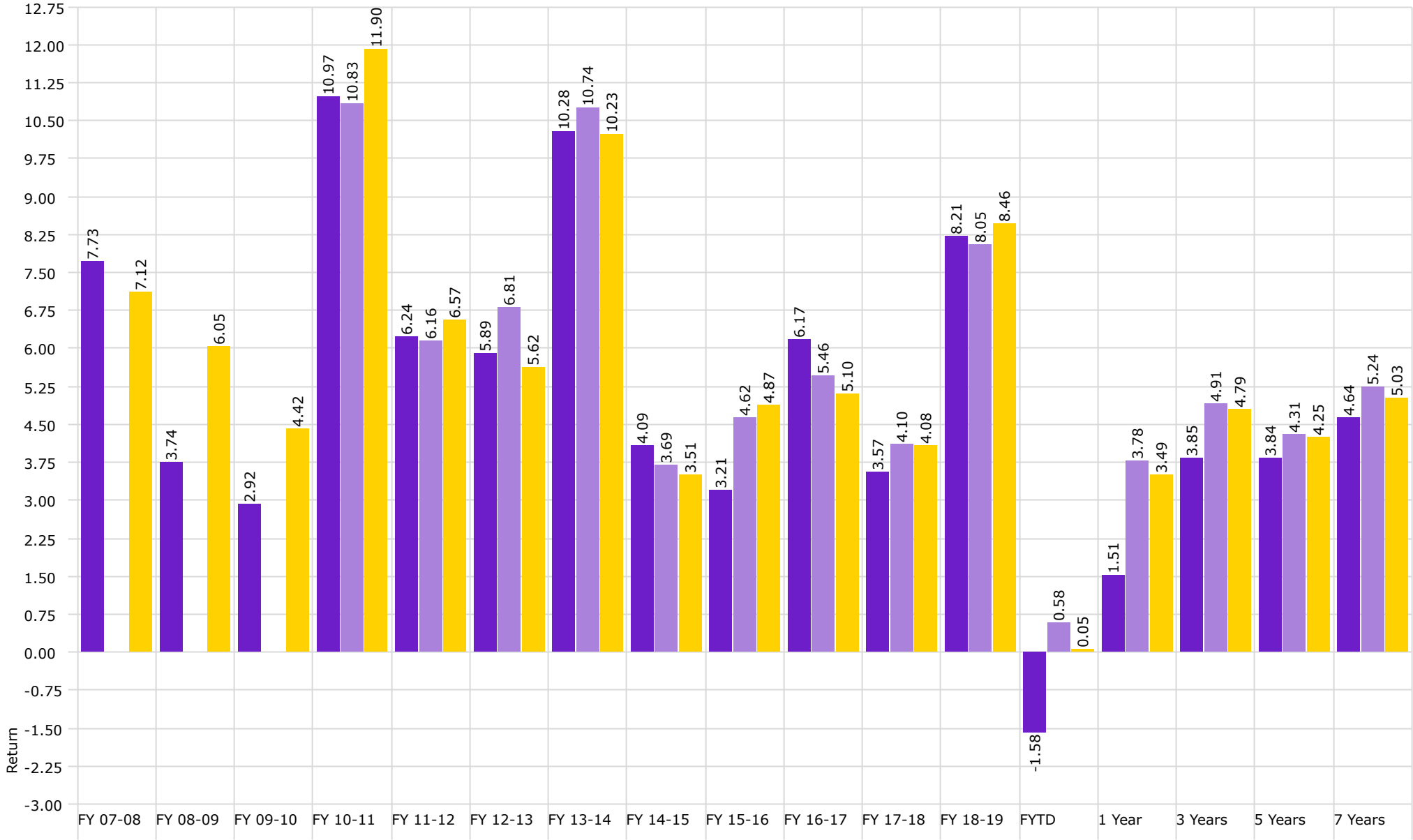






# Investment Management Program Endowed Accounts **Total Return**

As of 3/31/2020



■ Endowment

■ Osher

■ Endowed Benchmark

FY 2019-2020 3rd Quarter Consolidated Report on  
Personnel Actions Not Requiring Board Approval  
in accordance with the  
Regulations of the Board of Supervisors

May 22, 2020

**Personnel Actions Information Report**  
**Reporting Period: January 2020 - March 2020**

<b>LSU</b>								
<b>Promotion and Tenure</b>								
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Tenure Status</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Allowance Plan</b>	<b>Transaction</b>
Kelly, Morgan	1/1/2020	Associate Professor	Tenured	\$83,396	\$89,232	7.00%	N/A	Promotion with Tenure
Leise, Britta	1/1/2020	Associate Professor	Tenured	\$117,420	\$125,317	6.73%	N/A	Promotion with Tenure
Nam, Hye Yeon	1/1/2020	Associate Professor	Tenured	\$58,750	\$63,600	8.26%	N/A	Promotion with Tenure
Saini, Yogesh	1/1/2020	Associate Professor	Tenured	\$90,276	\$96,387	6.77%	N/A	Promotion with Tenure
<b>Leave of Absence</b>								
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>		<b>Last day of Leave - Estimated</b>				<b>Transaction</b>
Tyson, Christopher	1/1/2020	Professor		12/31/2021				Leave Without Pay Extension
Godshall, Zachary	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Gutfreund, Zevi	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Luttrell, Karen	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Meng, Xuelian	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Rackin, Heather	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Regis, Helen	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Shport, Irina	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Stroope, Samuel	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Wan, Xiaoliang	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Zhou, Gang	1/1/2020	Associate Professor		5/14/2020				Sabbatical Leave Academic Half AY
Brenner, Susanne	1/1/2020	Boyd Professor		5/14/2020				Sabbatical Leave Academic Half AY
Cronin, James	1/1/2020	Professor		5/14/2020				Sabbatical Leave Academic Half AY
Ortner, Frederick	1/1/2020	Professor		5/14/2020				Sabbatical Leave Academic Half AY
Pizer, John	1/1/2020	Professor		5/14/2020				Sabbatical Leave Academic Half AY
Rau, A. Ravi P.	1/1/2020	Professor		5/14/2020				Sabbatical Leave Academic Half AY
Sung, Li-yeng	1/1/2020	Professor		5/14/2020				Sabbatical Leave Academic Half AY
Gaschen, Frederic	1/1/2020	Professor		6/30/2020				Sabbatical Leave Academic Half FY
Moreteau, Olivier	1/1/2020	Professor		6/30/2020				Sabbatical Leave Academic Half FY
Wilde, Mark	1/1/2020	Associate Professor		12/31/2020				Sabbatical Leave Academic Whole AY
<b>Honorifics</b>								
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Allowance</b>	<b>Named Professorship</b>				<b>Transaction</b>
Clayton, Ashley	1/15/2020	Assistant Professor	\$3,068	Jo Ellen Levy Yates Professorship #1				Honorific Appointment
Gartia, Manas	1/1/2020	Assistant Professor	\$2,500	College of Engineering Dean's Advisory Council Professorship				Honorific Appointment
Chen, Feng	1/1/2020	Associate Professor	\$2,500	Mr. and Mrs. C.W. Armstrong, Jr. Professorship of Engineering				Honorific Appointment
Pucheu-Haston, Cherie	1/1/2020	Associate Professor	N/A	Blanche Donaldson Professorship				Honorific Appointment
Quinn, Molly	1/15/2020	Associate Professor	\$5,961	St. Bernard Chapter of the LSU Alumni Association Professorship				Honorific Appointment
Arbutnot, Keena	1/1/2020	Professor	\$9,334	Joan Pender McManus Distinguished Professor				Honorific Appointment
Elseifi, Mostafa	1/1/2020	Professor	\$2,500	Occidental Chemical Corporation Professorship				Honorific Appointment
Harvey, Craig	1/1/2020	Professor	N/A	F. J. Haydel, Jr./Kaiser Aluminum Professorship Fund in Engineering				Honorific Appointment
Okeil, Ayman	1/1/2020	Professor	\$2,500	Roy Paul Daniels Distinguished Professorship #3				Honorific Appointment
Phillips, Tommy	2/1/2020	Professor	N/A	Dr. George W. Fair Memorial Professorship for Developing Scholars				Honorific Appointment
Wu, Jianan	1/1/2020	Professor	\$10,000	William A. Copeland Professorship in Business Administration				Honorific Appointment
<b>Personnel Actions</b>								
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Tenure Status</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Allowance Plan</b>	<b>Transaction</b>
Hicks, Jason	1/1/2020	Associate Dean of Major Academic Area	Tenured	\$123,341	\$134,000	8.64%	\$15,750	Add Academic Administrative Appointment
Dugas, Tammy	2/1/2019	Department Chair	Tenured	\$124,790	\$152,728	22.22%	N/A	Add Academic Administrative Appointment
Lockridge, Lee Ann	1/2/2020	Interim Dean	Tenured	\$142,578	\$174,259	22.22%	\$106	Add Academic Administrative Appointment
Bach, Jacqueline	3/1/2020	Associate Dean of Major Academic Area	Tenured	\$102,418	\$102,418	0.00%	\$24,000	Add Allowance Plan for Additional Duties
Platt, William	1/1/2020	Professor	N/A	N/A	N/A	N/A	N/A	Emeritus
Taylor, Carol	3/1/2020	Professor	N/A	N/A	N/A	N/A	N/A	Emeritus
Jones, Clayton	3/9/2020	Associate Vice President	N/A	N/A	\$230,000	N/A	N/A	New Hire
Harris, Mike	1/3/2020	Director of Non-Academic or Service Area	N/A	N/A	\$145,000	N/A	N/A	New Hire
Green III, Henry	3/1/2020	Associate Professor	Tenured	N/A	\$142,000	N/A	N/A	New Hire with Tenure
Quinn, Molly	1/15/2020	Associate Professor	Tenured	N/A	\$82,000	N/A	N/A	New Hire with Tenure
Holiday, Walter	3/25/2020	Executive Director of Academic Area	N/A	\$124,372	\$165,000	32.67%	\$31,000	Promotion

**LSU at Shreveport****Leave of Absence**

Name	Effective Date	Academic Rank/Title	Last day of Leave - Estimated	Transaction
Jones, Kevin	1/15/2020	Associate Professor	5/14/2020	Sabbatical Leave Academic Half AY
White, Mary	1/15/2020	Associate Professor	5/14/2020	Sabbatical Leave Academic Half AY

**Personnel Actions**

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Taylor, Helen	2/1/2020	Vice Chancellor for Academic Affairs	Tenured	\$160,000	\$160,000	0.00%	\$625.06/month	Add Professional Instructional Allowance
Siska, Peter	1/1/2020	Professor	Tenured	\$140,000	\$84,000	-40.00%	N/A	Demotion
Harrison, John	1/1/2020	Department Chair	Tenured	\$112,000	\$91,638	-18.18%	N/A	Demotion

**LSU Eunice - No Personnel Items to Report****LSU AgCenter****Personnel Actions**

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Gentry Jr., Glen	1/1/2020	Director of Academic Area	Tenured	\$125,768	\$145,000	15.29%	Promotion
Gautreaux, Ashley	1/2/2020	Assistant Vice President	N/A	\$131,250	\$140,000	6.67%	Promotion
Parker, Lori	1/1/2020	Associate Vice President	N/A	\$133,000	\$150,000	12.78%	Promotion

**Pennington Biomedical Center****Honorifics**

Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction
Gilmore, Annie	1/3/2020	Assistant Professor - Adjunct	N/A	Adryon F. Dixon Professorship	Honorific Appointment

**Personnel Actions**

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Boyer, Laura	1/1/2020	Program Director	N/A	N/A	\$175,000	N/A	N/A	New Hire
Redman, Leanne	1/1/2020	Associate Executive Director	Rolling Tenure	\$205,000	\$205,000	0.00%	\$10,000	Promotion
Brantley, Phillip	1/1/2020	Professor	Tenured	\$213,375	\$213,375	0.00%	N/A	Change Job Details

**LSU Alexandria****Leave of Absence**

Name	Effective Date	Academic Rank/Title	Last day of Leave - Estimated	Transaction
Bovey, Seth	8/15/2017	Professor	12/14/2017	Sabbatical Leave Academic Half AY

**Honorifics**

Name	Effective Date	Academic Rank/Title	Allowance	Named Professorship	Transaction
Stumpf, Christof	8/15/2016	Associate Professor	N/A	Huie Dellmon Trust Endowed Professorship in Liberal Arts	
Beard, Elizabeth	8/15/2016	Associate Professor	N/A	Mark Eugene Howard Professorship	
Roffes, Frederick	8/15/2016	Instructor	N/A	Howard M. and Eloise F. Mulder Endowed Professorship	
Phillips, Gloria	8/15/2016	Assistant Professor	N/A	Barbara Martin Endowed Professorship	
O'Sullivan, Jennifer	8/15/2016	Assistant Professor	N/A	Charles Adrian Vernon & William K. Child, Jr. Endowed Professorship	
Lachney, Kent	8/15/2016	Instructor	N/A	Jenkins-Mulder Endowed Professorship in Business	
Li, Long	8/15/2016	Assistant Professor	N/A	Roy O. Martin, Jr. Endowed Professorship in Business	
Sunderhaus, Mary	8/15/2016	Assistant Professor	N/A	Frances Holt Freedman Endowed Professorship	
Whitley, Melissa	8/15/2016	Assistant Professor	N/A	Rapides Regional Medical Center Endowed Professorship in Radiologic Tech	
Sammons, Nathan	8/15/2016	Assistant Professor	N/A	Huie Dellmon Trust Endowed Professorship in Science	
Elder, Richard	8/15/2016	Professor	N/A	F. Hugh Coughlin Endowed Professorship	
Jones III, Robert	8/15/2016	Assistant Professor	N/A	J. H. Johnson Endowed Professorship in Business	
Gilliland, Sandra	8/15/2016	Assistant Professor	N/A	Vinita Johnson Martin Endowed Professorship	
Myrick, Susan	8/15/2016	Associate Professor	N/A	Jack & Sue Ellen Jackson Endowed Professorship in Education	
Lueder, Tanya	8/15/2016	Instructor	N/A	Roy and Vinita Martin Endowed Professor in Math & Sciences	
Corbat, Carol	8/15/2017	Head - Academic Area	N/A	Henry Dade Foote Family Endowed Professorship	
Dumancas, Gerard	8/15/2017	Assistant Professor	N/A	Huie Dellmon Trust Endowed Professorship in Science	
Gill, Julie	8/15/2017	Associate Professor	N/A	Cliffe E. Laborde, Sr. Endowed Professorship in Education	
James, Sarita	8/15/2017	Assistant Professor	N/A	R.O. Martin Lumber Company Professorship	
Alwell, Beverly	8/15/2018	Instructor	N/A	Capital One Endowed Professorship in Business	
Ellington, Brenda	8/15/2018	Associate Professor	N/A	Mark Eugene Howard Professorship	

<b>Honorifics</b>					
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Allowance</b>	<b>Named Professorship</b>	<b>Transaction</b>
Thomas, Cynthia	8/15/2018	Associate Professor	N/A	Huie Dellmon Trust Endowed Professorship	
Wood, Deborah	8/15/2018	Assistant Professor	N/A	Barbara Martin Endowed Professorship	
Innerarity, Jennifer	8/15/2018	Associate Professor	N/A	F. Hugh Coughlin Endowed Professorship	
Sanson, Jerry	8/15/2018	Head - Academic Area	N/A	Frances Holt Freedman Endowed Professorship	
Allen, John	8/15/2018	Associate Professor	N/A	Howard M. and Eloise F. Mulder Endowed Professorship	
Lachney, Kent	8/15/2018	Assistant Professor	N/A	Charles Adrian Vernon & William K. Child, Jr. Endowed Professorship	
Li, Long	8/15/2018	Associate Professor	N/A	Roy O. Martin, Jr. Endowed Professorship in Business	
Sunderhaus, Mary	8/15/2018	Assistant Professor	N/A	Vinita Johnson Martin Endowed Professorship	
Laborde, Melissa	8/15/2018	Associate Professor	N/A	Richard Bryan Gwartney Endowed Professorship	
Dupont, Randall	8/15/2018	Head - Academic Area	N/A	J. H. Johnson Endowed Professorship in Business	
Jones III, Robert	8/15/2018	Associate Professor	N/A	Jenkins-Mulder Endowed Professorship in Business	
Gilliland, Sandra	8/15/2018	Associate Professor	N/A	Carolyn Cole Saunders Endowed Professorship	
Barnes, Sarah	8/15/2018	Assistant Professor	N/A	Rapides Regional Medical Center Endowed Professorship in Radiologic Tech	
Kumar, Sona	8/15/2018	Assistant Professor	N/A	Robert Rife Saunders Endowed Professorship	
Bowers, Susan	8/15/2018	Assistant Professor	N/A	Roy and Vinita Martin Endowed Professor in Math & Sciences	
Myrick, Susan	8/15/2018	Associate Professor	N/A	Joanne Lyles White Endowed Professorship in Education	
Duos, Arlene	8/15/2019	Associate Professor	N/A	Jack & Sue Ellen Jackson Endowed Professorship in Education	
Stumpf, Christof	8/15/2019	Professor	N/A	Howard M. and Eloise F. Mulder Endowed Professorship #3	
Dumancas, Gerard	8/15/2019	Associate Professor	N/A	Huie Dellmon Trust Professorship in Science	
Thacker, Jessica	8/15/2019	Instructor	N/A	Cliffe E. Laborde, Sr. Endowed Professorship in Education	
Bradford, Lisa	8/15/2019	Assistant Professor	N/A	Roy O. Martin Lumber Company Professorship in Mechanical Engineering	
Sammons, Nathan	8/15/2019	Associate Professor	N/A	Henry Dade Foote Family Endowed Professorship	
Peters, Stephen	8/17/2019	Assistant Professor	N/A	Howard and Eloise Mulder Endowed Professorship #2	

<b>Personnel Actions</b>								
<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Tenure Status</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Change</b>	<b>Allowance Plan</b>	<b>Transaction</b>
Pittman, Laurie	1/6/2020	Assistant Professor	Tenure Track	\$20,400	\$55,000	169.61%	N/A	Academic Promotion to New Track
Waller, Michael	3/2/2020	General Librarian	Tenure Track	\$45,000	\$45,000	0.00%	N/A	Academic Promotion to New Track
Bain, Abbey	2/15/2020	Vice Chancellor for Student Affairs	N/A	\$97,500	\$120,000	23.08%	N/A	Compensation Change - Contract Adjustment
Johnson, Christopher	8/12/2016	Assistant Coach	N/A	N/A	12,500	N/A	N/A	New Hire
Kennedy, Kevin	9/15/2016	Assistant Coach	N/A	N/A	\$3,996	N/A	N/A	New Hire
Pearson, Meagan	9/15/2016	Assistant Coach	N/A	N/A	\$3,996	N/A	N/A	New Hire
Adams Jr., Steven	7/26/2016	Assistant Coach	N/A	N/A	\$35,000	N/A	N/A	New Hire
Killian, Tammy	8/15/2016	Associate Professor	Tenured	N/A	\$55,000	N/A	N/A	New Hire with Tenure
Bryan, Michael	10/1/2016	Assistant Coach	N/A	N/A	\$6,000	N/A	N/A	New Hire
Burch, Annalyn	8/1/2017	Assistant Coach	N/A	N/A	\$17,000	N/A	N/A	New Hire
Johnson, Jeremy	9/1/2017	Assistant Coach	N/A	N/A	\$20,000	N/A	N/A	New Hire
Hardman, Lance	9/1/2017	Assistant Coach	N/A	N/A	\$12,000	N/A	N/A	New Hire
Moore, Stephan	8/1/2017	Vice Chancellor for Student Affairs	N/A	N/A	\$123,600	N/A	N/A	New Hire
Caswell III, Viel	9/1/2017	Assistant Coach	N/A	N/A	\$10,000	N/A	N/A	New Hire
Sobey, Tyler	10/4/2017	Assistant Coach	N/A	N/A	\$8,000	N/A	N/A	New Hire
Sobey, Tyler	1/1/2018	Assistant Coach	N/A	\$8,000	\$16,000	100.00%	N/A	Change Job Details
Rowan, John	8/1/2018	Vice Chancellor for Academic Affairs	N/A	N/A	\$168,000	N/A	N/A	New Hire
Thorne, Kyle	7/1/2018	Assistant Coach	N/A	N/A	\$7,000	N/A	N/A	New Hire
Repay, Sean	9/24/2018	Assistant Coach	N/A	N/A	\$22,000	N/A	N/A	New Hire
Sobey, Tyler	7/1/2018	Assistant Coach	N/A	\$15,000	\$15,000	0.00%	N/A	Change Job Details
Gautreaux, Kody	8/19/2019	Assistant Coach	N/A	N/A	\$17,500	N/A	N/A	New Hire
Sobey, Tyler	7/1/2019	Assistant Coach	N/A	\$15,000	\$15,100	0.67%	N/A	Change Job Details
Thorne, Kyle	10/1/2019	Assistant Coach	N/A	\$12,000	\$20,000	66.67%	N/A	Job Continuation
Ellington, Brenda	8/15/2016	Associate Professor	Tenured	\$41,110	\$43,360	5.47%	N/A	Academic Promotion to New Rank
Cormier, Catherine	7/1/2016	Head - Academic Area	Tenured	\$86,000	\$89,500	4.07%	N/A	Academic Promotion to New Rank
Thomas, Cynthia	8/15/2016	Associate Professor	Tenured	\$47,500	\$49,750	4.74%	N/A	Academic Promotion to New Rank
Innerarity, Jennifer	8/15/2016	Associate Professor	Tenured	\$46,500	\$48,750	4.84%	N/A	Academic Promotion to New Rank
Wu, Min	8/15/2016	Associate Professor	Tenured	\$39,000	\$41,250	5.77%	N/A	Academic Promotion to New Rank
Elmore, Owen	8/15/2016	Professor	Tenured	\$40,865	\$44,365	8.56%	N/A	Academic Promotion to New Rank
Nangia, Shonu	1/3/2017	Professor	Tenured	\$47,445	\$50,945	7.38%	N/A	Academic Promotion to New Rank
Whitley, Melissa	8/15/2017	Associate Professor	Tenured	\$55,156	\$57,406	4.08%	N/A	Academic Promotion to New Rank
Jones III, Robert	8/15/2017	Assistant Professor	Tenured	\$63,000	\$63,000	0.00%	N/A	Tenure only
Whittington, Beth	1/1/2018	Head - Academic Area	Tenured	\$45,843	\$65,000	41.79%	N/A	Academic Promotion to New Rank

**Personnel Actions**

Name	Effective Date	Academic Rank/Title	Tenure Status	Prev Salary	New Salary	% Change	Allowance Plan	Transaction
Wilson, Holly	7/1/2018	Professor	Tenured	\$72,800	\$72,800	0.00%	N/A	Tenure only
Gill, Julie	8/15/2018	Professor	Tenured	\$49,482	\$53,482	8.08%	N/A	Academic Promotion to New Rank
Lachney, Kent	8/15/2018	Assistant Professor	Tenure Track	\$62,400	\$64,400	3.21%	N/A	Academic Promotion to New Rank
Li, Long	8/15/2018	Associate Professor	Tenured	\$78,000	\$81,000	3.85%	N/A	Academic Promotion to New Rank
Parks, Melissa	8/15/2018	Professor	Tenured	\$52,869	\$56,869	7.57%	N/A	Academic Promotion to New Rank
Jones III, Robert	8/15/2018	Associate Professor	Tenured	\$65,520	\$68,520	4.58%	N/A	Academic Promotion to New Rank
Gilliland, Sandra	8/15/2018	Associate Professor	Tenured	\$47,840	\$50,840	6.27%	N/A	Academic Promotion to New Rank
James, Sarita	8/15/2018	Associate Professor	Tenured	\$52,520	\$55,520	5.71%	N/A	Academic Promotion to New Rank
Wu, Shuang	1/15/2019	Assistant Professor	Tenure Track	\$65,000	\$67,000	3.08%	N/A	Academic Promotion to New Rank
Blackwell, Alice	8/15/2019	Professor	Tenured	\$47,740	\$51,740	8.38%	N/A	Academic Promotion to New Rank
Duos, Arlene	8/15/2019	Associate Professor	Tenured	\$48,204	\$51,204	6.22%	N/A	Academic Promotion to New Rank
Stumpf, Christof	8/15/2019	Professor	Tenured	\$50,936	\$54,936	7.85%	N/A	Academic Promotion to New Rank
Stacey, Christopher	8/15/2019	Professor	Tenured	\$46,308	\$50,308	8.64%	N/A	Academic Promotion to New Rank
Dumanacas, Gerard	8/15/2019	Associate Professor	Tenured	\$53,560	\$56,560	5.60%	N/A	Academic Promotion to New Rank
Sammons, Nathan	8/15/2019	Associate Professor	Tenured	\$48,177	\$51,177	6.23%	N/A	Academic Promotion to New Rank
Dupont, Randall	8/15/2019	Head - Academic Area	Tenured	\$98,365	\$102,365	4.07%	N/A	Academic Promotion to New Rank
Wright, Robert	8/15/2019	Professor	Tenured	\$53,560	\$57,560	7.47%	N/A	Academic Promotion to New Rank
Kumar, Sona	8/15/2019	Associate Professor	Tenured	\$44,990	\$47,990	6.67%	N/A	Academic Promotion to New Rank
Negatu, Zeleke	8/15/2019	Associate Professor	Tenured	\$51,314	\$55,314	7.80%	N/A	Academic Promotion to New Rank
Hatfield, Barbara	2/1/2017	Vice Chancellor for Academic Affairs	Tenured	\$140,000	\$142,000	1.43%	N/A	Equity Adjustment
Gauthier, Chad	1/1/2017	Executive Director - Non Academic Area	N/A	\$67,239	\$80,000	18.98%	N/A	Compensation Change - Contract Adjustment
Joiner, Haywood	1/3/2017	Associate Professor	Tenured	\$171,941	\$81,941	-52.34%	N/A	Voluntary Demotion
Hatfield, Barbara	9/1/2017	Vice Chancellor for Academic Affairs	Tenured	\$142,000	\$145,000	2.11%	N/A	Compensation Change - Contract Adjustment
Huang, Guiyou	10/1/2018	Chancellor	N/A	\$240,000	\$247,200	3.00%	N/A	Merit Increase
Bain, Abbey	7/19/2019	Vice Chancellor for Student Affairs	N/A	\$64,498	\$97,500	51.15%	N/A	Promotion

**LSUHSC-New Orleans****Personnel Actions**

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Brocato, Joanie Laine	1/13/2020	Department Head	Associate Professor	N/A	N/A	N/A	Initial Appointment
Ferro, Lori W.	2/1/2020	Senior Internal Auditor	N/A	\$136,258	\$143,071	5.00%	PAY Sal Inc-Merit Inc/Pay Inc Uncl
Honoree, Nicole B.	2/1/2020	Assistant Vice Chancellor	N/A	\$176,818	\$194,500	10.00%	Pay Sal Inc-Equity Adjust Unclas
King Brett J.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$208,060	\$208,060	0.00%	DTA Change in Title Unclassified
Koul, Hari K.	3/1/2020	Professor	Professor	N/A	\$270,000	N/A	HIR Appointment Unclassified
Wasser, Frank A.	2/18/2020	Fiscal Compliance Officer	N/A	N/A	\$150,000	N/A	HIR Appointment Unclassified

**LSUHSC-Shreveport****Personnel Actions**

Name	Effective Date	Academic Rank/Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Alexander,Jonathan S	2/1/2020	Professor	Professor	\$132,398	\$136,370	3.00%	PAY Change in Pay Unclassified
Alley,Jo Ann	2/1/2020	Associate Professor - Clinical	Associate Professor	\$149,502	\$150,000	0.33%	PAY Change in Pay Unclassified
Ampil,Federico L	2/1/2020	Professor	Professor	\$145,658	\$150,000	2.98%	PAY Change in Pay Unclassified
Baliga,Radhakrishna	2/1/2020	Professor	Professor	\$138,000	\$142,140	3.00%	PAY Change in Pay Unclassified
Beal,Lauren M.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Beedupalli,Kavitha	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,000	\$127,720	3.00%	PAY Change in Pay Unclassified
Bell,Frankie Travis	2/1/2020	Nurse Anesthetist	N/A	\$123,968	\$127,687	3.00%	PAY Change in Pay Unclassified
Bilderback,Karl K	2/1/2020	Associate Professor - Clinical	Associate Professor	\$140,000	\$144,200	3.00%	PAY Change in Pay Unclassified
Bowers,Jaquelyn M.	1/1/2020	Assistant Professor - Clinical	Assistant Professor	\$0	\$125,000	100.00%	REH Appt- Acad Rank Unclas
Bowlin,Richard W	2/1/2020	Nurse Anesthetist	N/A	\$124,149	\$127,873	3.00%	PAY Change in Pay Unclassified
Breen,Elizabeth Diana Gentry	2/1/2020	Nurse Anesthetist	N/A	\$140,400	\$144,612	3.00%	PAY Change in Pay Unclassified
Buffington,Mary A.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$129,023	\$132,894	3.00%	PAY Change in Pay Unclassified
Bundrick,Paige E.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$140,400	\$144,612	3.00%	PAY Change in Pay Unclassified
Carbo,Alberto I.	2/1/2020	Professor - Clinical Specialist	Professor	\$140,421	\$144,633	3.00%	PAY Change in Pay Unclassified
Chadha,Meghna	2/1/2020	Professor - Clinical Specialist	Professor	\$133,952	\$137,971	3.00%	PAY Change in Pay Unclassified
Chang,Brent A.	2/1/2020	Assistant Professor	Assistant Professor	\$140,000	\$144,200	3.00%	PAY Change in Pay Unclassified
Chauvin,Brad J.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Chernyshev,Oleg Y.	2/1/2020	Associate Professor	Associate Professor	\$122,304	\$125,973	3.00%	PAY Change in Pay Unclassified
Chu,Quyen D.	2/1/2020	Professor	Professor	\$147,272	\$150,000	1.85%	PAY Change in Pay Unclassified
Clary,Lynn H	2/1/2020	Professor	Professor	\$131,638	\$135,587	3.00%	PAY Change in Pay Unclassified

**Personnel Actions**

<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Faculty Rank</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Coghlan, Raymond A.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Colon, Marc A	2/1/2020	Associate Professor - Clinical	Associate Professor	\$142,879	\$147,166	3.00%	PAY Change in Pay Unclassified
Conrad, Steven A	2/1/2020	Professor	Professor	\$139,508	\$143,693	3.00%	PAY Change in Pay Unclassified
Cotelingam, James D	2/1/2020	Department Head/Chairman	Professor	\$141,154	\$145,389	3.00%	PAY Change in Pay Unclassified
Davidson, Joel R.	2/1/2020	Assistant Vice Chancellor	N/A	\$135,000	\$139,050	3.00%	PAY Change in Pay Unclassified
Davis, Debra E.	2/1/2020	Professor - Clinical Specialist	Professor	\$121,640	\$125,290	3.00%	PAY Change in Pay Unclassified
Davis, Tammy J.	2/1/2020	Professor - Clinical Specialist	Professor	\$136,494	\$140,589	3.00%	PAY Change in Pay Unclassified
Davis, Terry C	2/1/2020	Professor	Professor	\$121,838	\$125,493	3.00%	PAY Change in Pay Unclassified
Dong, Yufeng	2/1/2020	Associate Professor	Associate Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
DuBose, Arielle C.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Dwyer, Donard S	2/1/2020	Professor	Professor	\$121,393	\$125,035	3.00%	PAY Change in Pay Unclassified
Eubanks, Treniece N.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,384	\$128,116	3.0%	PAY Change in Pay Unclassified
Flynn, Steven B.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$129,866	\$133,762	3.00%	PAY Change in Pay Unclassified
Gibson, Marc W.	2/1/2020	Director of Facility Planning	N/A	\$129,056	\$132,927	3.00%	PAY Change in Pay Unclassified
Gonzalez-Toledo, Eduardo C.	2/1/2020	Professor	Professor	\$139,062	\$143,234	3.00%	PAY Change in Pay Unclassified
Grier, Laurie R	2/1/2020	Professor - Clinical Specialist	Professor	\$146,727	\$150,000	2.23%	PAY Change in Pay Unclassified
Gross, David S	2/1/2020	Professor	Professor	\$145,191	\$149,547	3.00%	PAY Change in Pay Unclassified
Hamiter, Mickie J.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$140,400	\$144,612	3.00%	PAY Change in Pay Unclassified
Hayat, Samina	2/1/2020	Professor - Full-Time Affiliate	Professor	\$125,195	\$128,951	3.00%	PAY Change in Pay Unclassified
Heard, Frederick D	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$129,502	\$133,387	3.00%	PAY Change in Pay Unclassified
Herron Jr., Edwin W	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,384	\$128,116	3.00%	PAY Change in Pay Unclassified
Holladay, Robert C.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$135,200	\$139,256	3.00%	PAY Change in Pay Unclassified
Hollister, Anne M	2/1/2020	Associate Professor	Associate Professor	\$146,704	\$150,000	2.25%	PAY Change in Pay Unclassified
Jones, Tammy V	2/1/2020	Associate Professor - Clinical	Associate Professor	\$132,506	\$136,481	3.00%	PAY Change in Pay Unclassified
Jordan, Paul A	2/1/2020	Associate Professor - Clinical	Associate Professor	\$133,374	\$137,375	3.00%	PAY Change in Pay Unclassified
Kamil, Jeremy P.	2/1/2020	Associat Professor	Associate Professor	\$134,758	\$138,801	3.00%	PAY Change in Pay Unclassified
Kautz, Steven M.	1/1/2020	Assistant Professor - Clinical	Assistant Professor	\$150,000	\$150,000	0.00%	DTA Change in Title Unclassified
Kautz, Steven M.	1/1/2020	Clinical Assistant Professor	Assistant Professor	\$52,000	\$150,000	188.46%	PAY Change in Percent of Effort
Kavanaugh, Arthur S.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$133,253	\$137,251	3.00%	PAY Change in Pay Unclassified
Kavanaugh, Mindie M.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,000	\$127,720	3.00%	PAY Change in Pay Unclassified
Kemper, Abbie C	2/1/2020	Professor - Clinical Specialist	Professor	\$147,326	\$150,000	1.81%	PAY Change in Pay Unclassified
Kennedy, Frank S	2/1/2020	Associate Dean of Major Academic Area	Associate Professor	\$130,352	\$134,263	3.00%	PAY Change in Pay Unclassified
Khater, Nazih	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$140,000	\$144,200	3.00%	PAY Change in Pay Unclassified
Kim, Dongsoo D.	2/1/2020	Professor	Professor	\$135,336	\$139,396	3.00%	PAY Change in Pay Unclassified
King, Judy A.	2/1/2020	Professor	Professor	\$121,680	\$125,330	3.00%	PAY Change in Pay Unclassified
Leidenheimer, Nancy J	2/1/2020	Professor	Professor	\$124,384	\$128,116	3.00%	PAY Change in Pay Unclassified
Liang, Chanping	2/1/2020	Professor - Clinical Specialist	Professor	\$142,322	\$146,592	3.00%	PAY Change in Pay Unclassified
Lin, Hung Wen	2/1/2020	Associate Professor	Associate Professor	\$124,800	\$128,544	3.00%	PAY Change in Pay Unclassified
Luther, Euil E	2/1/2020	Associate Professor - Clinical	Associate Professor	\$141,256	\$145,494	3.00%	PAY Change in Pay Unclassified
Luther, Sherry G	2/1/2020	Associate Professor - Clinical	Associate Professor	\$132,381	\$136,353	3.00%	PAY Change in Pay Unclassified
Madden, Michael L	2/1/2020	Associate Professor - Clinical	Associate Professor	\$129,241	\$133,119	3.00%	PAY Change in Pay Unclassified
Manas, Kenneth J	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,796	\$128,540	3.00%	PAY Change in Pay Unclassified
Master, Samip R.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$124,800	\$128,544	3.00%	PAY Change in Pay Unclassified
McAlister, Steven D.	2/1/2020	Associate Director of Accounting	N/A	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
McLarty, Jerry W.	2/1/2020	Professor	Professor	\$148,349	\$150,000	1.11%	PAY Change in Pay Unclassified
McMartin, Kenneth E	2/1/2020	Professor	Professor	\$133,697	\$137,708	3.00%	PAY Change in Pay Unclassified
McVie, Robert	2/1/2020	Professor	Professor	\$135,865	\$139,941	3.00%	PAY Change in Pay Unclassified
Modi, Kalgi A.	2/1/2020	Associate Professor	Associate Professor	\$123,981	\$127,700	3.00%	PAY Change in Pay Unclassified
Moore, Robert Weldon	2/1/2020	Director of Academic Area	Assistant Professor	\$127,343	\$131,163	3.00%	PAY Change in Pay Unclassified
Mosieri, Chizoba N.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$139,310	\$143,489	3.00%	PAY Change in Pay Unclassified
Mychaskiw II, George	2/1/2020	Professor - Clinical Specialist	Professor	\$0	\$140,400	100.00%	HIR Appointment-Academic Rank Uncl
Nelson, Annella B	2/1/2020	Assistant Vice Chancellor	N/A	\$145,000	\$149,350	3.00%	PAY Change in Pay Unclassified
Nelson, David L	2/1/2020	Associate Professor - Clinical	Associate Professor	\$123,923	\$127,641	3.00%	PAY Change in Pay Unclassified
Oglesby, Leisa P	2/1/2020	Executive Director - Medical SE	N/A	\$161,916	\$185,000	14.26%	PAY Change in Pay Unclassified
O'Neal, Teri B.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$122,304	\$125,973	3.00%	PAY Change in Pay Unclassified
Otoole, Anita T.	2/1/2020	Chief of Medical Service Area	N/A	\$129,792	\$133,686	3.00%	PAY Change in Pay Unclassified
Parker-Actlis, Tomasina Q.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$138,775	\$142,938	3.00%	PAY Change in Pay Unclassified
Patil, Shilpadevi S.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$139,310	\$143,489	3.00%	PAY Change in Pay Unclassified
Pramanik, Arun K	2/1/2020	Professor	Professor	\$139,137	\$143,311	3.00%	PAY Change in Pay Unclassified

**Personnel Actions**

<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Faculty Rank</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Previgliano, Carlos H.	2/1/2020	Professor - Clinical Specialist	Professor	\$123,507	\$127,213	3.00%	PAY Change in Pay Unclassified
Redens, Thomas B	2/1/2020	Associate Professor - Clinical	Associate Professor	\$139,462	\$143,645	3.00%	PAY Change in Pay Unclassified
Riel-Romero, Rosario M.	2/1/2020	Chief of Medical Academic Area	Professor	\$148,771	\$150,000	0.83%	PAY Change in Pay Unclassified
Rinehart, Shane M.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Rizzo Jr., Frank P.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$135,200	\$139,256	3.00%	PAY Change in Pay Unclassified
Roberts, Russell W	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,627	\$134,546	3.00%	PAY Change in Pay Unclassified
Ryan, Mark L.	2/1/2020	Director of Medical Service Area	N/A	\$143,096	\$147,389	3.00%	PAY Change in Pay Unclassified
Sachdeva, Bharat S.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,830	\$134,755	3.00%	PAY Change in Pay Unclassified
Sangster, Guillermo P.	2/1/2020	Professor - Clinical Specialist	Professor	\$140,421	\$144,634	3.00%	PAY Change in Pay Unclassified
Saus, John A.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$139,310	\$143,489	3.00%	PAY Change in Pay Unclassified
Scarborough, David E	2/1/2020	Associate Professor	Associate Professor	\$139,390	\$143,572	3.00%	PAY Change in Pay Unclassified
Scott, Louie K.	2/1/2020	Professor	Professor	\$135,502	\$139,567	3.00%	PAY Change in Pay Unclassified
Scott, Rona S	2/1/2020	Associate Professor	Associate Professor	\$125,756	\$129,528	3.00%	PAY Change in Pay Unclassified
Sequeira, Adrian P.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Shah, Bipin C	2/1/2020	Associate Professor - Clinical	Associate Professor	\$143,994	\$148,314	3.00%	PAY Change in Pay Unclassified
Shah, Rinoo V.	2/1/2020	Professor - Clinical Specialist	Professor	\$140,400	\$144,612	3.00%	PAY Change in Pay Unclassified
Simoncini, Alberto A.	2/1/2020	Professor - Clinical Specialist	Professor	\$123,507	\$127,213	3.00%	PAY Change in Pay Unclassified
Sit, Amos L.	2/1/2020	Assistant Professor	Assistant Professor	\$125,000	\$128,750	3.00%	PAY Change in Pay Unclassified
Small, James W	2/1/2020	Associate Professor - Clinical	Associate Professor	\$122,924	\$126,612	3.00%	PAY Change in Pay Unclassified
Steele, Jennifer L.	3/2/2020	Executive Director of Non-Academic Area	N/A	\$0	\$93,750	100.00%	HIR Appointment Unclassified
Stokes, Karen Y	2/1/2020	Associate Professor	Associate Professor	\$125,000	\$128,750	3.00%	PAY Change in Pay Unclassified
Sugar, Jane G.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$125,000	\$128,750	3.00%	PAY Change in Pay Unclassified
Sulaiman, Karina	2/1/2020	Associate Professor - Clinical	Associate Professor	\$130,000	\$133,900	3.00%	PAY Change in Pay Unclassified
Tatchell, Kelly G	2/1/2020	Associate Dean of Major Academic Area	Professor	\$125,658	\$129,428	3.00%	PAY Change in Pay Unclassified
Umer, Sarwat	2/1/2020	Associate Professor - Clinical	Associate Professor	\$123,562	\$127,269	3.00%	PAY Change in Pay Unclassified
Vanchiere, John A.	2/1/2020	Professor	Professor	\$140,000	\$144,200	3.00%	PAY Change in Pay Unclassified
Vea, Romulo	2/1/2020	Associate Professor - Clinical	Associate Professor	\$122,943	\$126,632	3.00%	PAY Change in Pay Unclassified
Veillon, Susan M	2/1/2020	Professor - Clinical Specialist	Professor	\$135,698	\$139,768	3.00%	PAY Change in Pay Unclassified
Walter, Robert E.	2/1/2020	Chief of Medical Academic Area	Associate Professor	\$135,200	\$139,256	3.00%	PAY Change in Pay Unclassified
Warren, Philip R.	2/1/2020	Associate Professor - Clinical	Associate Professor	\$141,960	\$146,219	3.00%	PAY Change in Pay Unclassified
Wigle, Richard L.	2/1/2020	Professor - Clinical Specialist	Professor	\$135,676	\$139,747	3.00%	PAY Change in Pay Unclassified
Woerner, Jennifer E.	2/1/2020	Associate Dean of Major Academic Area	Associate Professor	\$128,128	\$131,972	3.00%	PAY Change in Pay Unclassified
Wright III, Howard W.	2/1/2020	Assistant Professor - Clinical	Assistant Professor	\$123,990	\$127,710	3.00%	PAY Change in Pay Unclassified
Wright, Marcel	2/1/2020	Fiscal Compliance Officer	N/A	\$50,000	\$125,000	150.00%	PRO Promotion-Unclass/Admin Duties
Yang, Zhiyun	2/1/2020	Professor - Clinical Specialist	Professor	\$127,457	\$131,281	3.00%	PAY Change in Pay Unclassified
Young, James D	2/1/2020	Nurse Anesthetist	N/A	\$143,990	\$148,310	3.00%	PAY Change in Pay Unclassified
Zweig, Richard M	2/1/2020	Professor	Professor	\$148,457	\$150,000	1.04%	PAY Change in Pay Unclassified

**HCSDA****Personnel Actions**

<b>Name</b>	<b>Effective Date</b>	<b>Academic Rank/Title</b>	<b>Faculty Rank</b>	<b>Prev Salary</b>	<b>New Salary</b>	<b>% Net Change</b>	<b>Transaction</b>
Gee, Rebekah	3/1/2020	Chief Executive Officer	N/A	\$0	\$372,963	100.00%	HIR Appointment Unclassified
Wilbright, Wayne	1/1/2020	Chief of Medical Service Area	N/A	\$372,963	\$372,963	0.00%	DTA Change in Title Unclassified