
LSU BOARD OF SUPERVISORS MEETING

Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
August 2, 2022 | 1:00 p.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
 - A. Research & Agricultural Extension Committee
 1. Presentation on Early Childhood Education Institute
 - B. Academic Committee
 1. Request from LSU Shreveport to Establish a Graduate Certificate in Occupational Physiology
 2. Request from LSU Shreveport to Establish a Graduate Certificate in Nonprofit Administration
 3. Consent Agenda
 - a. Request from LSU Shreveport for Continued Authorization of the International Abraham Lincoln Center for American Studies
 - b. Request from LSU Health Sciences - New Orleans to Change the Name of the Department of Clinical Laboratory Science to the Department of Medical Laboratory Science
 - c. Request from LSU Health Sciences - New Orleans to Change the Name of the Bachelor of Science in Medical Technology to the Bachelor of Science in Medical Laboratory Science
 - d. Request from LSU Health Sciences - New Orleans to Change the Name of the Master of Health Sciences in Clinical Rehabilitation & Counseling to the Master of Health Sciences in Counseling
 - C. Finance Committee
 1. Request to Approve Proposed Budget for the Carroll W. Feist Legacy Funds FY22-23
 - D. Athletics Committee
 1. Request from LSU A&M to Approve Employment Contract for Matt McMahon, Men's Head Basketball Coach
 2. Request from LSU A&M to Approve New Employment Agreements for Three Assistant Men's Basketball Coaches
 3. Request from LSU A&M to Approve Employment Contract for Wes, Johnson, Baseball Assistant Coach
 4. Request from LSU A&M to Approve Term Sheet for Joshua Jordan, Assistant Baseball Coach

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

5. Request from LSU A&M to Approve New Term Sheet for Keli Zinn, Executive Deputy Athletics Director
- V. Reconvene Board Meeting
- VI. Title IX Presentation and Training
- VII. Approval of Minutes from the June 16-17 Meeting
 - A. Approval of Minutes from the June 16-17, 2022 Meeting
 - B. Approval of Minutes from the July 18, 2022 Nominating Committee Meeting
- VIII. Personnel Actions Requiring Board Approval
- IX. Reports from Faculty Advisors and Staff Advisors
- X. President's Report
- XI. Chancellors' Report
- XII. Approval of Committee Recommendations
- XIII. Chair's Report
- XIV. Adjournment



Board of Supervisors

RESEARCH & AGRICULTURAL EXTENSION COMMITTEE



College of
Human Sciences & Education

Early Childhood Education Institute

LSU Board of Supervisors Meeting | August 2, 2022

FIERCE FOR
THE **FUTURE**



Who we are:

The LSU Early Childhood Education Institute promotes research and dissemination of recommended practices in early childhood education and care.

Timeline:

- 2016 – LSU Child Care Center becomes ECE Laboratory Preschool
- 2019 – ECE Institute chartered by Louisiana Board of Regents
- 2020 – First and only university in Louisiana to offer Birth-K Certification
- 2021 – LAAEYC becomes the first university-sponsored state affiliate
- 2021 – LSU ECE Institute becomes BESE certified ECAC provider (workforce development)
- 2022 – First and only in Louisiana online certificate in childcare administration
- 2022 – ECE Institute receives transformational \$5M gift from Goyettes

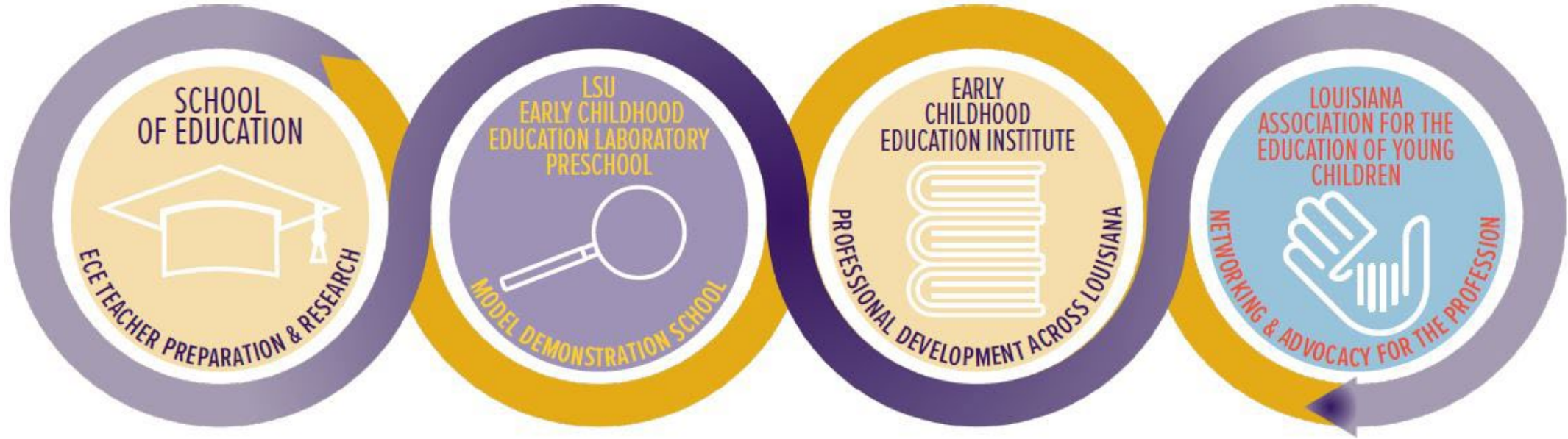
What we do:

Research, disseminate & advocate for recommended practices in early care and education; we are committed to building and supporting the early childhood workforce



We serve to unite: early care and education professionals in child care centers, family daycare homes, Head Start Centers, and public school systems



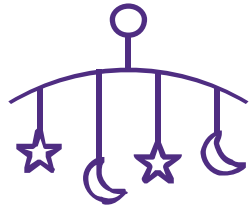


Dissemination of Recommended Practice



Early Childhood Education Institute

Our Impact:



370+

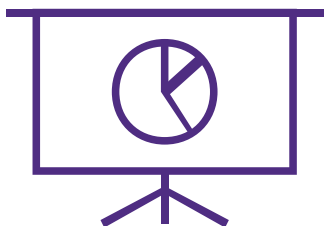
Early childhood care and education **teachers** received **professional development** from the Inspiration Institute



23+ interns and graduate assistants **impacted** by the preschool – our **living, learning laboratory**



6 academic partners across LSU research, service-learning courses, and Communication X Curriculum



27

ECEI-affiliated faculty across La. and the U.S.

7

Active research projects in the ECE lab preschool

6

Community partnerships



Diane T. Goyette, M.A.

Child Development Specialist & Speaker

Founder of [Early Childhood Specialties LLC](#)

Teacher Training, Tools & Toys

LSU alumna Diane Goyette and husband Henry's \$5M gift will advance research-to-practice pipeline to benefit Louisiana families

The purpose of the Goyette Fund:

- Increase understanding and dissemination of evidence-based strategies that enhance early childhood social-emotional development

Gift Includes:

- Diane Toups Goyette Research & Engagement Fund in Early Childhood Education
- Diane Toups Goyette Professorship in Early Childhood Development
- Diane Toups Goyette Graduate Student Scholarship

LSU

College of Human
Sciences & Education

LSU

Early Childhood
Education Institute

A young child with curly hair, wearing a blue denim shirt, is looking through binoculars. The child is smiling and appears to be outdoors. The background is a blurred natural setting with greenery and a body of water.

We look forward to a **BRIGHT** future
for *all* children in Louisiana!



Board of Supervisors

ACADEMIC COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 2, 2022



Board of Supervisors

Request from LSU Shreveport to Establish a Graduate Certificate in Occupational Physiology

Date: August 2, 2022

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

The LSU Board of Supervisors approved the BS in Occupational Physiology (then named the BS in Exercise Science and Environmental Physiology) at the March 2022 meeting. The Board of Regents advised LSU Shreveport to change the name of the program to "Occupational Physiology" based on statewide CAO and industry stakeholder feedback. The proposed Graduate Certificate in Occupational Physiology is intended to enhance the graduate offerings in the Department of Kinesiology and Health Science and help gauge a demand for further graduate offerings in this discipline.

The graduate certificate is a 12-credit hour program with courses offered in applied exercise physiology, occupational physiology, aerospace physiology, and recover physiology and is targeted to professionals and students interested in advancing their knowledge of physiological factors associated with work, specifically on physiological stress as it relates to flight, heat, cold, and altitude.

Firefighters, police, DoD staff, HAZMAT workers, construction workers, oil and gas workers, pilots, and safety officers are all expected to be interested in this certificate. The Navy and Air Force have careers in Aerospace and Operational Physiology, and this certificate will provide the necessary training for interested students. This is also an emerging field being promoted by the National Strength and Conditioning Association with a new exam certification in Tactical Strength and Conditioning Facilitator, which allows individuals to work with people in high-stress environments such as law enforcement, military, fire and rescue, and emergency personnel. Graduates of this certificate will be able to sit for this exam.

Students in the BS and the proposed graduate program will be able to use LSU Shreveport's new environmental Atmospheric Chamber to test human subjects in different environmental conditions that mimic the conditions in the field. In addition, students will use the newly developed CyberCollaboratory to use state-of-the-art technology to solve real-world problems associated with prosthetic design, injury prevention, recover, and occupational and environmental stressors. Groundwork has already been done with the Digital Arts and Animation programs at LSU Shreveport to produce movement representation and virtual animation of various pathological conditions in the human body. LSU Shreveport has made significant renovations in the Health and Physical Education building to create a Human Performance Laboratory (HPL). The HPL contains three lab spaces (Human Physiology Lab,

Motion Analysis Lab, and Motor Behavior Lab). These labs are equipped with more than \$1 million in equipment, 90% being all new, and are also revenue generators as it provides fee-for-services to the general community.

Several programs in Louisiana offer degrees related to exercise science. However, no programs in the United States specialize in the novel and emerging field of occupational physiology pertaining to human performance. Occupational Physiology has already become an emerging professional field of study in Canada, Australia, and some Scandinavian countries. Job-related outlook for occupational physiologists and related disciplines are projected to grow 13% over the next ten years (faster than the average of all occupations) according to the U.S. Bureau of Labor Statistics.

Current students at LSU Shreveport have been surveyed and expressed interest in this new degree. The U.S. Air Force also supports the creation of this program. Projected enrollment for the first year is 10 students, growing to 20 by Year Five.

3. Review of Business Plan

No additional faculty, facilities, and equipment are required for this program. The Department of Kinesiology and Health Science faculty will be providing instructional support for the courses offered. The Department will only add one graduate assistant each year, and if enrollment grows substantially, the Department will utilize revenues from the program to hire the necessary faculty.

4. Fiscal Impact

Tuition revenues for each year is more than enough to cover the minimal costs associated with the program. The recently opened Human Performance Lab has begun service to patrons from the community. Within the last six months this has generated approximately \$500. With future major marketing and advertising, as well as the expansion of service by undergraduate and graduate students, significant growth in revenue is expected.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

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



Board of Supervisors

Request from LSU Shreveport to Establish a Graduate Certificate in Nonprofit Administration

Date: August 2, 2022

1. Bylaw Citation

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

- I. Any new academic degree program

2. Summary of Matter

The LSU Board of Supervisors approved the Undergraduate Certificate and BS in Nonprofit Administration on April 21, 2022. LSU Shreveport is also proposing a 100% online, 12 credit hour, graduate certificate to enhance the graduate offerings within the Institute for Nonprofit Administration and Research (INAR). The courses offered in the graduate certificate will be transferable to the existing MS in Nonprofit Administration at LSU. Students will learn to examine the nonprofit, philanthropic sector, and civil society's influence on social institutions, analyze effective nonprofit administration practices, and enhance administration capabilities of current nonprofit organizations.

Due to the LSUS Institute for Nonprofit Administration and Research's national reputation, the Nonprofit Development Center - a capacity building organization for Walla Walla Washington nonprofits - has approached INAR requesting an online certificate at both the undergraduate and graduate level for nonprofits they serve. While this request has been a catalyst to drive program development, the proposed certificate will meet the needs of nonprofits nationwide, including Louisiana. Local nonprofits in the Shreveport/Bossier area, such as Goodwill, have indicated a desire for such curriculum. Employees who go through this program will learn how to further advance their organizational missions and will further enhance the quality of life for Louisiana citizens.

Enrollment projections are based on the urgent need for training in the nonprofit sector across the United States, as well as at the state and regional levels. The Institute for Nonprofit Administration and Research has responded to this need by launching noncredit certificate programs as requested by the Louisiana Alliance for Nonprofits. Students who enroll in the noncredit certificate may choose to continue and enroll in this credit-bearing certificate program.

LSUS has a guaranteed entry class of 12 through the Nonprofit Development Center (Washington), although this entry class will be split between the undergraduate certificate (for employees without an undergraduate degree in hand) and the graduate certificate (for employees who have already completed an undergraduate degree). Thus, projected enrollment for the first year is 6 students, growing to 15 by Year Five.

3. Review of Business Plan

The Graduate Certificate will be housed in the LSUS Institute for Nonprofit Administration and Research (INAR) in the College of Arts and Sciences. The Institute is dedicated to expanding the mission of conducting researching and disseminating knowledge about nonprofit organizations and research by offering nonprofit education programs, professional development seminars, and quality research and statistical analysis. Currently, INAR offers several academic and noncredit programs including the Master of Science in Nonprofit Administration, which is overseen by a full-time faculty-member/program director. Although INAR is not an academic department, it functions like a department and the program director reports directly to the Dean of the College of Arts and Sciences. The certificate will also be overseen by the director of the MSNPA.

4. Fiscal Impact

It is estimated the certificate will generate \$389,869 in the next five years, and costs for this program are minimal (\$7,700) since courses will be primarily taught by adjunct faculty members, who already teach for the Institute for Nonprofit Administration and Research.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

Not Applicable

RESOLUTION

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



Board of Supervisors

Request from LSU Shreveport for Continued Authorization of the International Abraham Lincoln Center for American Studies

Date: August 2, 2022

1. Bylaw Citation

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

- B. The Board shall approve any new academic program resulting in the awarding of a degree, certificate, or credential, as well as any changes of degree designation or termination of degree programs. The Board shall approve any new institution, department, research center, or institute, or required reauthorization of such.

2. Summary of Matter

LSU Shreveport (LSUS) requests five-year, continued authorization of the International Abraham Lincoln Center for American Studies. The Lincoln Center was first granted approval by the Board of Regents in 2008 and has since been re-authorized multiple times.

The International Abraham Lincoln Center defines American Studies at LSUS just as its namesake defines American democratic ideals for generations of Americans and those abroad whose aspirational goals are modeled upon the Great Emancipator's legacy. Louisiana and New Orleans, its international city, were pivotal to Lincoln's development, broadening his youthful, frontier horizons. It is not an overstatement to say that his two trips down the Mississippi River from a village in Indiana to New Orleans, the largest and most diverse city in the South, were life-changing experiences for Lincoln. Similarly, the experiential education and other American Studies program opportunities offered by LSUS open new vistas for students. Many U.S. colleges and universities incorporate American Studies programs into their repertoire, but the LSUS American Studies program boasts the *first and only* international Abraham Lincoln Center in the world. Because of the international designation, the American Studies program at LSUS offers both students and the region a variety of didactic and cultural education opportunities unavailable elsewhere. The Center was originally founded in the fall of 1982 and is the largest privately endowed program at LSUS. The program has been the recipient of several national, regional, state, and local awards, including a Cultural Olympiad designation.

The Lincoln Center sponsors five discrete, but coordinated, major activities that weave together Lincoln scholars, the institution, area high school students, and the public on an ongoing basis. One annual event is the Constitutional Democracy Lecture, which reflects the academic consensus of Lincoln as the premier democratic leader in world history. There is also an annual Lincoln Lecture, and the annual LSUS Washington Semester. The American Studies program

hosts a triennial presidential conference series, the oldest one in the Deep South, an event that attracts academic scholars specializing in American presidents from around the world, high school students, and the interested public to the LSUS campus. This event not only stimulates academic productivity among those presenting original research (including LSUS students) but the influx of visitors to the LSUS campus associated with the conference stimulate the local community both economically and culturally. The fifth regular component of the American Studies pentagon is sponsorship of a continuing series of international conferences abroad. The theme common to these conferences is Lincoln's enduring model for leadership. These events include student participation, allowing students opportunities to participate with seasoned scholars.

Over the years, the Center has received multiple grants from the Louisiana Endowment for the Humanities (LEH), Phi Kappa Phi (National Honor Society), the Abraham Lincoln Association, and the Intercollegiate Studies Institute.

3. Review of Business Plan

The American Studies Endowed Chair/Director is responsible for the American Studies program and the International Abraham Lincoln Center embedded within the program. He is assisted by a part-time administrative assistant. Augmenting their combined efforts, a cadre of volunteers, including students, other faculty, and local community supporters, are dedicated to the Center's success and continuation.

4. Fiscal Impact

The annual budget for the Lincoln Center comes from the American Studies Endowment, institutional support, and consistent donations in the amount of approximately \$170K. This amount covers all anticipated expenditures for the next five years.

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

Not Applicable

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

10. Attachments

None

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Shreveport for continued authorization of the International Abraham Lincoln Center for American Studies.



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans to Change the Department of Clinical Laboratory Science to the Department of Medical Laboratory Science

Date: August 2, 2022

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Health Sciences Center – New Orleans (LSUHSCNO) requests a departmental name change to match the proposed degree title change.

This request reflects the position of the American Society for Clinical Laboratory Science and the American Society for Clinical Pathology Board of Certification to standardize the professional title of Medical Laboratory Scientists.

3. Review of Business Plan

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

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

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

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

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



Board of Supervisors

Request from LSU Health Sciences Center – New Orleans to Change the Degree Title of the Bachelor of Science in Medical Technology to the Bachelor of Science in Medical Laboratory Science

Date: August 2, 2022

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Health Sciences Center – New Orleans (LSUHSCNO) requests a degree title change for the current BS in Medical Technology to the BS in Medical Laboratory Science.

COVID-19 brought the field of Laboratory Science to the frontline and highlighted the need for highly trained, educated lab scientists. The field of Clinical Laboratory Science/Medical Laboratory Science is historically the invisible medical field that works tirelessly behind the scenes but is critical for patient care, diagnosis, and treatment of disease. In 2020, the American Society for Clinical Laboratory Science (ASCLS) and the American Society for Clinical Pathology Board of Certification (ASCP BOC) published a position paper requesting to standardize the professional title of Medical Laboratory Professionals. Through the history of the profession, the use of multiple names has created much confusion. Many of the credentials that are used in the field no longer exist but are still erroneously used interchangeably: laboratory technician, laboratory technologist, medical technician, medical technologist, analyst, clinical laboratory scientist, medical laboratory scientist, medical laboratory technician.

A standardized name is critically important for the profession. It is important for Medical Laboratory Scientists to be viewed as an integral part of the healthcare and administrative team. There should be a clear distinction for those individuals that obtain, at a minimum, a baccalaureate degree and are qualified to sit for the national certification exam. The position paper additionally encourages education programs to adopt the term Medical Laboratory Science as the formal designation for their programs and degrees.

A precedent has already been set by LSU Health Sciences Center – Shreveport. LSU Health Sciences Center – Shreveport has formally changed its department name to the Medical Laboratory Science Department, which confers a Bachelor of Science in Medical Laboratory Science degree.

3. Review of Business Plan

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

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

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

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center - New Orleans to change the degree title of the BS in Medical Technology to the BS in Medical Laboratory Science.



Board of Supervisors

Request from LSU Health Sciences Center - New Orleans to Change the Degree Title of the Master of Health Sciences in Clinical Rehabilitation & Counseling to the Master of Health Sciences in Counseling

Date: August 2, 2022

1. Bylaw Citation

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

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

2. Summary of Matter

LSU Health Sciences Center - New Orleans (LSUHSCNO) requests a degree title change for the current Master of Health Sciences in Clinical Rehabilitation & Counseling to the Master of Health Sciences in Counseling. The Louisiana Board of Regents, with Board of Supervisors' prior approval, approved the departmental name change on April 27, 2022.

This title change reflects the broader scope of the counseling field and highlights additional avenues of training for LSUHSCNO's master's level students. It will also lead to an increase in the recruitment and admission of graduate students who will fulfill the rise in demand for mental health practitioners across the region, state, and country.

3. Review of Business Plan

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

4. Fiscal Impact

Not applicable

5. Description of Competitive Process

Not Applicable

6. Review of Legal Documents

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

7. Parties of Interest

Not Applicable

8. Related Transactions

Not Applicable

9. Conflicts of Interest

Not Applicable

RESOLUTION

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



Board of Supervisors

FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 2, 2022



Board of Supervisors

Request from LSU Health Science Center in Shreveport to Approve the FY 2022-2023 Expenditure of Carroll W. Feist Legacy Funds for the Feist Weiller Cancer Center and to Make a Determination of Acceptable University Purpose

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1:

N. 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 \$5,999,500 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. The matter is before the Board in accordance with the Affiliation Agreement 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, the FY 2023 budget request includes 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. In addition, the budget will support the core facilities needed to facilitate research. These activities are all expected to align with and support LSU's NCI initiative.

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 \$5,999,500 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

10. Attachments

1. Transmittal Letter

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby (a) approve the budget request of \$5,999,500 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.



Office of the Chancellor

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Shreveport, LA 71130-3932

O 318-675-5240
F 318-675-5244
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June 29, 2022


Dr. William Tate, IV
LSU President
3810 W. Lakeshore Dr., Room 107
Baton Rouge, LA 70808

RE: Annual Budget Request – Carroll W. Feist Legacy Funds FY22-23

Dear Dr. Tate:

Attached please find copy of the proposed Carroll W. Feist Legacy funds for FY 2022-23. I am writing to request that the proposed budget for the Carroll W. Feist Legacy funds be placed on the agenda for the Board of Supervisors meeting scheduled for Tuesday, August 2.

Sincerely,



David F. Lewis, MD, MBA
Interim Chancellor
Dean, School of Medicine



05/18/2022

LSU Health – Shreveport

From: Sarah P. Thayer, MD, PhD FACS
Professor of Surgery-Surgical Oncology
Carol Feist Endowed Chair for the Study of Cancer
Director, Feist-Weiller Cancer Center

To: Dr. David Lewis, MD FACS
Interim – Chancellor and Dean, LSU Health Shreveport

Re: Annual budget request from Carroll W. Feist Legacy funds for FY 2022-2023

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 LSUHS 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 LSUHS in Shreveport and the President of the Louisiana State University.

At the beginning of this year, FWCC outlined a bold 5-year strategy for scientific and clinical growth. Our dedicated clinical and research faculty began its work toward a new vision to become a nationally recognized cancer center. The work to get Louisiana an NCI Cancer Center will require coordinated and strategic growth from all LSU partners.

Feist-Weiller Cancer Center (FWCC) remains the only academic cancer center in North Louisiana. It cares for 50% of the geographic state, covering 1.6 million lives. FWCC has two major roles: the first is to advance cancer care and reduce the burden of cancer in North Louisiana, and the second is to develop research programs, faculty, and facilities that will lead to better and more innovative approaches to cancer prevention, diagnosis, and treatment. Over the last year, FWCC faculty have worked together to build a truly integrated cancer center to accomplish directive needed for national recognition.

In 2021, FWCC restructured both its clinical and research organization to align with the NCI initiative of transdisciplinary state-of-the-art research focused on developing new approaches to preventing, diagnosing, and treating cancer affecting our community. We reorganized our clinical care by cancer types and expanded our cancer navigation. This allowed us to strengthen our patient-centered, multidisciplinary approach to cancer care. In addition to this multidisciplinary method which provides a more streamlined approach to clinical trial identification, we also focused on expanding clinical trials offered. Overall, allowing us to successfully screen and accrue patients to clinical trials. The present goal for the upcoming year is to strengthen our clinical trials portfolio in the area of precision medicine (phase one) and targeted therapeutic trials. Although we have greatly expanded our NCI clinical trials offering this year, we plan to invest in investigators capable of writing investigator-initiated trials (IIT), a known metric for cancer center recognition.

Similarly, we have restructured our basic and translational scientists into three NCI structured programs and invested in state-of-the-art resources to make our scientists competitive. This reorganization has allowed us to appreciate our strengths and weakness. Two of our scientific programs are near or meet the threshold requirement outlined by the NCI. Over the next year, strategic investments will be focused on strengthening the third program in cancer disparities which will likely represent a key area of strength for LSU.

The following is our budget request for FY2023. The budget request will provide support for the developing programs: 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 cancer related research efforts. 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

1. Scientific Programs in Basic and Translational Research		\$120,000
i. Program 1: Genetics and Cancer Biology		
ii. Program 2: Viral Oncology and Immunology		
iii. Program 3: Cancer Preventative Control and Health Care Disparities		
iv. Developmental Program: Clinical and Translational Oncology/Cancer Therapeutic		
2. Programs in Clinical Research		\$740,000
i. Clinical Trials Office		
ii. Phase I Program Development		
iii. Precision Medicine and Genetic Core		
iv. Development of a Department of Outcomes and Clinical Effectiveness (Data Scientist)		
3. Intramural Grant Support		\$1,010,000
i. Predoctoral Awards	\$180,000 (total 6)	
ii. Postdoctoral Awards	\$240,000 (total 4)	
iii. Bridge Grant	\$210,000 (total 3)	
iv. NCI Stimulus Awards	\$180,000 (total 3)	
v. Translational IDEA award	\$150,000 (total 3)	
vi. 10x grants	\$50,000 (total 5)	
4. Visiting Scientist program		\$30,000
5. CORE and Infrastructure cost		\$1,170,000
i. INLET	\$135,000	
ii. FWCC Tissue and Serum Repository Core	\$300,000	
iii. FWCC Flow Core	\$20,000	
iv. Translational Genomic and Bioinformatic Core	\$400,000	
v. Equipment service contract and replacement	\$265,000	
vi. FWCC Grant and Manuscript Editing core	\$50,000	
6. Seed Packages		\$1,580,000
7. PIW and Integrative Oncology		\$299,500
8. Medical School Research Support (office of research)		\$320,000
9. Research supplement		\$430,000
10. Director of Marketing, Communication and Development		\$300,000
<u>Total Budget Requested:</u>		<u>\$5,999,500</u>

Details of Budget Request

1. SCIENTIFIC RESEARCH PROGRAMS – BUDGET REQUEST \$120,000

Feist Weiller Cancer Center is focused on coordinated growth of clinical as well as research programs and Cancer Prevention and Control. In 2021, we began re-organizing our cancer research programs to strategically address critical areas of cancer research.

Four Key Programs:

- Program 1: Genetics and Cancer Biology
- Program 2: Viral Oncology and Immunology
- Program 3: Cancer Preventative Control and Health Care Disparities
- Program 4: Developmental: Clinical and Translational Oncology/Cancer Therapeutics

Together, our faculty have achieved 25 NIH Cancer related grants with a annual direct cost of \$6.6 million. Each of these programs is or will be led by nationally regarded investigators who facilitate translational transdisciplinary, and collaborative research. These leaders will continue to build intra-programmatic collaborations while developing research relevant to the catchment area of Louisiana. Our future goal is to work toward each program being composed of at least 7 NIH R01 (or equivalents) composed of at least 5 different investigators.

Requested funds will be used to support program activities such as monthly meetings, infrastructure support and award pilot grants to encourage collaborative work toward increasing federally funded grants. These resources will also be used to attract new scientific candidates to enhance membership into programs. Please see Table 1 for Program Funding.

Program 1: Genetic and Cancer Biology. This 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 genetic questions related to cancer. This group is composed of 9 NIH grants from 8 different PIs. Members work on genome architecture and chromosomal conformation in cancer, signaling pathways important in cancer cell progression or biology. This work on cell biology and genetics allows the identification of new pathways that may help distinguish lethal disease from an indolent onset and could aid in tackling cancer health disparity. These new and novel targets may also open avenues for new treatment paradigms.

Program 2: Viral Oncology and Immunology. Program Leader: Martin Sapp. 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. This program is composed of 7 NIH grants from 6 different investigators with a total direct annual award of 3.8 million. Funded investigators include Drs. Rona Scott, Jason Bodily, and Martin Sapp explore the synergism between human papillomaviruses and Epstein-Barr virus in the development of cancers. Drs. Andrew Yurochko's and Jeremy Kamil's work on human cytomegalovirus has implications for viral tropism and cancer angiogenesis. Over the last years this program has been awarded two large prestigious NIH awards which include a new NIH P20-COBRE on Applied Immunology and Pathological Process as well as a NIH Program Project P01 award on the CMV on Bone Marrow transplant patients.

Program 3: Cancer Prevention and Health Care Disparities. Program Leader Connie Arnold, PhD. This group studies the impact of strategies for preventing or early identification of cancer and reducing cancer care disparities. These have included addressing improving education and community

engagement to enhance screening of the rural community. This topic presently has been identified as a priority topic by the NCI as cancer outcomes remain poor in the underserved rural population. LSU-Shreveport has an opportunity to significantly contribute information to improve cancer outcomes in rural underserved communities. Through our Partners in Wellness (PIW) Program and its mobile outreach program, we have been successful in working with community leaders, LDH and the CDC to reduce the burden of cancer in the rural populations of Northern Louisiana. This year PIW will expand its program to include a New Diagnostic Van with state-of-the-art communications and broadband capabilities which will enable sending real time images back to Shreveport to offer telehealth and cancer specific diagnostic to support our rural underserved communities that do not have access to definitive diagnostics needed to complement our screening. Funding for this program will focus on pilot projects to gain preliminary data for federally funded grants and to attract new researchers interested in Cancer Care disparities and to support this new diagnostic initiative. Presently this group has 2 NIH awards from 2 different investigators.

Program 4: Developmental Program: Clinical and Translational Oncology/Cancer Therapeutics.

Program Leader: TBD. This program, in development, will play a vital role in one of the major missions of a cancer center which is to translate scientific knowledge from our laboratories into new cancer treatments. The focus of this program is to identify new targets and drugs. This can include identification, pre-clinical development, and clinical trial validation of new drug/target combinations. This program's membership includes scientists previously known as DRG-NTG which investigated novel synthetic small molecules and natural products or their derivatives for treatment and prevention of human cancer. This year's funding will be used to foster collaborative research, and to help members be productive in publication and collect essential preliminary data for extramural federal grant applications.

2. CLINICAL TRIALS PROGRAM – BUDGET REQUEST \$740,000

The Clinical Research Office provides support for clinical researchers participating in NCI sponsored clinical trials as well as investigator initiated and pharmaceutical trials. The role of cancer clinical research is to develop innovative effective therapies and to further disease understanding that will improve patient's lives in addition to expanding scientific knowledge. For the Feist-Weiller Cancer Center to achieve its potential as a cancer research center, we will need to leverage the institutions resources, attract talented investigators, promote a culture that nurtures and supports investigators, and provide the resources to promote participation in clinical research. The FWCC has one of the largest Clinical Research operations at LSUHSC-S. FWCC participates with consortiums that support the state of Louisiana. 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. We have worked to expand our NCI/NCOPR funded trials. FWCC is one of the top centers to accrue patients to the Gulf South Minority Based NCORP. This year the focus of our clinical trials is to expand our investigator initiated clinical trial (IIT) portfolio and our precision medicine platform.

Cancer care and research is entering a new era – one of **Personalized Oncology or Precision Medicine**. The corner stone of precision medicine is the ability to sequence human tumors in order to be able to identify new targets when standard therapy is not enough. FWCC runs one of the states only CLIA approved human sequencing cores allowed to identify new targets. This core can identify nearly 500 known targetable human mutations for innovative trials. 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 screenings in the INLET program (see below under cores) to find new agents to treat cancer.

The budget this year will be strategically placed to support the Associate Director of Clinical Research to oversee and expand our precision medicine clinical research activities with a focus to expand our IIT portfolio. In addition, this funding will be used to support and recruit a new Phase 1 and Precision Medicine Director. The requested amount will also be used to support research associate salaries, equipment maintenance, related travel to meetings and training, supplies, computer software, networkable hard drives, new equipment, and other unforeseen expenses related to cancer genome research.

CLIA Cancer Genomic	\$200,000
Clinical Trials Office	\$150,000
Phase 1 and Precision Medicine Director	\$200,000
Phase 1 Development	\$100,000
Development of a Department of Outcomes and Clinical Effectiveness (Data Scientist)	\$90,000

3. INTRAMURAL GRANT SUPPORT – BUDGET REQUEST \$1,010,000

FWCC support the graduate, post-doctoral and faculty through its intramural grant program. This year grants will be targeted to promote work in transdisciplinary approaches to cancer research in disparities, genomics, and bioinformatics.

PRE-DOCTORAL – BUDGET REQUEST \$180,000

LSUHSC-S has developed a system of peer-reviewed grants for graduate students working in cancer research laboratories. FWCC has committed to fund a maximum of 9 predoctoral research awards (3 current and 3 new each year. Total of 6 graduate students award will be supported in 2023. (\$30,000/grant for a total of \$180,000 for graduate students working in the laboratories of FWCC faculty).

POSTDOCTORAL – BUDGET REQUEST \$240,000

FWCC in response to improving support for the development of young post-doctoral cancer has now developed the Carol Feist Postdoctoral Research Fellowship. These awards are designed to support basic scientists and clinicians allowing the recruitment of young, promising cancer researchers into the Center. FWCC has committed to fund a maximum of 4 fellows a year (\$60,000/fellow for a total commitment of \$240,000).

BRIDGE GRANTS – BUDGET REQUEST \$210,000

A major goal of The Feist-Weiller Cancer Center (FWCC) is to promote cancer research. Due to the special circumstances with COVID, many FWCC investigators face the loss of research funding. This has resulted in a negative impact on research programs on campus, including the loss of key personnel, resources, and scientific continuity. The allocation of FWCC resources will be used to support three bridging grants to faculty for \$70,000 to support their work for a year in order to retain researchers and their laboratories.

NCI Post-doctoral support – BUDGET REQUEST \$180,000

In order to stimulate NCI awards, researchers who have obtained NCI R01 or equivalent will be offered the support of a postdoctoral fellow to promote further award to the NCI. This year, we will be supporting 3 known NCI awards.

Translational IDEA Awards – BUDGET REQUEST \$150,000

To encourage our clinical and research faculty to work together to strengthen our translational program, FWCC will support three \$50,000 one-year awards. These multi-PI grants will require participation of clinical and basic science investigator teams. All FWCC faculty members are eligible to apply. Areas of

award interest include (but are not limited to): Disparities; genetics; immuno-oncology; the tumor microenvironment target therapeutics; pharmacoepidemiologic studies of cancer drugs; and public health initiative for cancer prevention and education.

4. 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.

5. FWCC INFRASTRUCTURE AND RESEARCH CORE – BUDGET REQUEST \$1,170,000

A Cancer Center's ability to be nationally recognized also is judged by its shared resources and cores. These core support advanced technologies are needed to accelerate discoveries by our research community. To be competitive and accelerate new discoveries, the FWCC must invest in state-of-the-art technologies and equipment. These shared resources also allow us to attract and recruit top talent. Last year, FWCC made a substantial investment in state-of-the-art equipment to support its already established core and to open new FWCC research cores to support the research community.

A. Programs Supported by FWCC:

Feist Weiller Cancer Center supports several Research Cores performing critical cancer research. FWCC has purchased equipment, supplies, and provided financial support in the following core programs:

- 1. The Research Core Facility** at LSU Health Shreveport provides investigators, post-doctoral fellows, and graduate and undergraduate students with access to a wide variety of research services, educational and training opportunities, and state-of-the-art technologies. These technologies include cellular metabolism, flow cytometry, laser capture microdissection, mass spectrometry, microarray, fluorescence, confocal, and super resolution confocal microscopy, next generation sequencing, and real-time PCR.
- 2. The Genomics Core** at LSU Health Shreveport offers comprehensive services and support for state-of-the art 'omics' experiments.
- 3. The Mass Spectrometry (MS) Core** in the LSU Health-Shreveport Research Core Facility provides efficient and cost-effective proteomics and metabolomics-based services for research investigators. For protein analysis, our principal approach is bottom-up proteomic.
- 4. The Microscopy Imaging Core** is a shared user facility that provides access to advanced microscopes as well as the expertise of dedicated imaging specialists.
- 5. The Feist-Weiller Cancer Center Tissue and Serum Repository (TSR)** supports research by insuring investigators have access to quality tissue and body fluid specimens annotated with appropriate clinical, pathologic and outcome data to facilitate their research.
- 6. The FWCC Innovative North Louisiana Experimental Therapeutics Program (INLET)** is a high-throughput high-content screening (HTS) facility focused on the discovery and development of drugs targeting cancer and other diseases.

7. **The Immunophenotyping Core** provides investigators with experienced personnel that can execute immunophenotyping experiments related to both flow-cytometry and microscopy to advance understanding of the contribution of immunology and inflammation to disease progression.
8. **The Department of Cellular Biology and Anatomy Morphology Core Facility.** The facility has all of the equipment necessary for the preparation, sectioning, and staining of electron microscopy.
9. **The Small Animal Imaging Facility (SAIF)** provides access to multiple technologies and resources to support the research community including PET/ CT and IVIS CT for three-dimensional cross-sectional imaging of small animals.

This year in our FWCC Associate Director Cancer Research Retreat/Budget Meeting, we identified two top priority cores for expansion which are the foundation of all cancer research. These two cores are: 1) Annotated Tissue and Serum Repositories and 2) Bioinformatics and Data Science cores. This year's budget is requested to support present cores and to expand and support the cores that have been identified by the scientific group to be top priorities this year.

Equipment, Service contract, and replacement	\$265,000
INLET	\$135,000
FWCC Flow Core	\$ 20,000
FWCC tissue and Serum Repository	\$300,000
Translational Genomic and Bioinformatic Core:	\$400,000
Manuscript and Editing Core	\$ 50,000

INNOVATIVE NORTH LOUISIANA EXPERIMENTAL THERAPEUTICS (INLET) PROGRAM AND CORE – BUDGET 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 and genetic targets that affect human diseases including cancer, fungal, bacterial, and viral infection, neurological disorders, and cardiovascular disorders. INLET is affiliated with the Research Core Facility. This budget is required for the following: **personnel salary** (salary for one Research Associate to be paid in full from the INLET budget), **service contracts and maintenance** for Incucyte ZOOM, Incucyte S3 and Cellomics VTI; **computer software** for the Incucyte Systems as necessary and requested by the PIs; data storage **hardware**; **laboratory supplies** for projects support.

TISSUE AND SERUM BIOREPOSITORY SUPPORT – BUDGET REQUEST \$300,000

Our Biorepository is continuing to grow. The 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. The Feist – Weiller Cancer Center Biorepository serves to collect, process, store, and manage specimens collected under IRB approved protocols for future research. In addition, the biorepository offers core histology services (tissue processing, embedding, sectioning, and staining), nucleic acid isolation, whole slide scanning and specimen storage agreements. The biorepository will increase collections by the addition of specimens banked for future ctDNA isolation and services by offering cryosectioning and slide imaging for 10X genomics Visium platform. The added budget this year is to extend the tissue bank

infrastructure to offer a searchable catalogue for researchers. The goal will also be to set up a system of universal consent so that all cancer related tissue will be collected and available for researchers.

TRANSLATIONAL GENOMIC BIOINFORMATIC AND MODELING CORE – BUDGET REQUEST \$400,000

Technological advances that generate “big” data have heralded an ‘omics revolution. Genetic changes and interactions in response to any stimuli can be queried simultaneously for an entire genome/proteome rather than gene-by-gene or protein-by-protein. These technologies have been applied to understand diverse biological questions, including those in the field of cancer immunology. This core includes a CMTV Genomics Core, a Bioinformatics - Modeling Core, in the Center for Applied Immunology and Pathological Processes (CAIPP).

Critical to the successful application of such ‘omics approaches are bioinformatics, network analysis, and modeling to interpret and uncover important genetic interactions. To meet the needs of the CAIPP and LSUHS (and regional research universities), an in-house Modeling Core (Core B) will be established with partnership with the FWCC that will implement systems-based approaches.

This Core will become an integral LSUHSC-S resource that enhances our productivity and competitiveness in securing extramural funding further advancing the bioinformatics infrastructure for all researchers at LSUHS.

Bioinformatic Lead Salary for PhD	\$200,000
Core Support	\$200,000

6. SEED PACKAGES AND NEW FACULTY HIRES SUPPORT – BUDGET REQUEST \$1,580,000

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. Over the last year, we have been successful in attracting and recruiting several promising young and senior cancer researchers with NCI awards. FWCC has committed to or will commit to contributing to their seed funding. This includes seed packages for 4 Assistant Professors (MD, PhD, and DDS/PhD), NCI funded Associate professor (MD, PhD) and 2 Professor with history of NCI funding (PhD, MD/PhD).

7. PARTNERS IN WELLNESS (PIW) SUPPORT AND INTEGRATIVE ONCOLOGY – BUDGET REQUEST \$299,500

PARTNERS IN WELLNESS – BUDGET REQUEST \$200,000

PIW is our cancer screening and prevention research program. This group has expanded their research focus to include cancer care and delivery. The program now offers two 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, prostate cancer, colorectal, lung 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. Last year, the State and LSU supported a new mobile unit. This new van will extend our mobile capabilities to include diagnostic imaging and remote biopsy. This van is expected to be completed in September 2022. Specifically, we will support salaries, travel to meetings and training, supplies, computers, software,

networkable hard drives, equipment maintenance/repair, new equipment, gasoline & other unforeseen expenses.

INTEGRATIVE ONCOLOGY - BUDGET REQUEST \$99,500

Integrative Oncology uses complementary therapies such as massage, acupunctural, nutrition and psychotherapy to promote wellness to support the whole patient (mind, body, and spirit) is also another focus of PIW. This year our budget will be used to recruit a new medical director of PIW and integrative oncology.

8. MEDICAL SCHOOL OFFICE OF RESEARCH SUPPORT – BUDGET REQUEST \$320,000

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 and office expenses. Grant support to cancer related research will be supported. In addition, support of the research core facility will be continued.

9. RESEARCH SUPPLEMENT – OFFICE OF RESEARCH – BUDGET REQUEST \$430,000

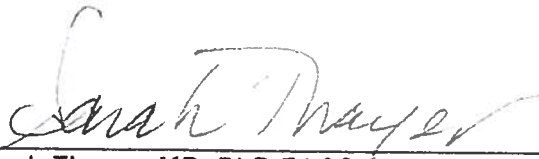
In order to stimulate grant submission that will result in the reduced salary burden to the institution, investigators are given research incentive pay which is provided to investigators who have received awards that support their salaries.

10. DIRECTORS IN MARKETING, COMMUNICATION AND DEVELOPMENT – BUDGET REQUEST \$300,000


In order to promote continuous support from the community, we will need personnel focused on communicating our new programs and opportunities to the philanthropic community. This includes the salary of the Director of Communications and Marketing as well as a Director of Development. This also includes a budget for major events (Life Savers), marketing, communication, and development.




Feist-Weiller Cancer Center
LSU Health – -Shreveport

Approved: 
Sarah Thayer, MD, PhD FACS
Carol Feist Endowed Chair for the Study of Cancer
Director, Feist-Weiller Cancer Center

6/10/22
Date

Approved: 
Dr. David Lewis MD, FACS
Interim-Chancellor and Dean
LSU Health – Shreveport

6/10/22
Date

Approved: 
LSU Health Sciences Foundation in Shreveport
By Armand Roos, Chairman of the Board

6/23/22
Date



Board of Supervisors

ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | AUGUST 2, 2022



Board of Supervisors

**Request from LSU A&M to Approve Employment Contract for Matt McMahon,
Men’s Head Basketball Coach**

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

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

2. Summary of the Matter

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

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Matt McMahon	Head Men’s Basketball Coach	3/25/2022	6/30/2029	\$2,800,000

Notes:

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

3. Review of Business Plan

Not Applicable

4. Fiscal Impact

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

5. Description of Competitive Process

Not applicable.

6. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None.

10. Attachments

Employment Agreement for Matt McMahon, Head Men's Basketball Coach.

RESOLUTION

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

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the 2nd day of August, 2022, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU” or “University”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, Matthew McMahon (“Employee”) for the services of Employee:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$400,000.
 - D. “Position”: Head Coach of the Team.
 - E. “Start Date”: March 25, 2022.
 - F. “End Date”: June 30, 2029.
 - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Relocation Incentive”: A one-time payment of \$35,000 and, if needed, up to 14 consecutive days of temporary housing.
 - J. “Contract Year”: An annual period from January 1 to December 31 during the Term.
2. **Term.** This Agreement shall be for a definite term “Term”, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 11 of this Agreement. If, during the Term and because of conduct occurring prior to the Start Date, LSU receives final disposition from the National Collegiate Athletic Association (“NCAA”) of either (a) a post-season ban of two or more years, or (b) a reduction of two or more scholarships for three or more years, then the End Date under Section 1(F) shall be extended to June 30, 2030.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.

4. **Duties and Responsibilities.** Employee's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in the classification in which it participates, currently the classification generally known as the Power Five, within the NCAA play;
 - B. Hiring, firing (subject to appropriate budget approvals), disciplining, and managing the assistant coaches and other athletic staff necessary and appropriate to assist Employee in meeting the responsibilities herein;
 - C. Promoting and monitoring the success of the Team and its student-athletes both athletically and academically;
 - D. Directing the Team, including management of staff, budget, and other resources;
 - E. 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");
 - F. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
 - G. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to LSU Permanent Memorandum 73 ("PM-73"), for which LSU will provide resources and periodic training, and, as a mandatory reporter under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73;
 - H. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, LSU Permanent Memorandum 55;
 - I. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;

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

any other person or entity without the prior written approval of the President. Use of University facilities by sports camps must comply with University policy.

6. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Supplemental Compensation.** Employee shall be entitled to Supplemental Compensation as provided on Schedule A, which is attached to and made a part of this Agreement. Supplemental Compensation may be payable, in whole or in part, from affiliated foundation funds. All compensation paid to Employee under this Agreement shall be paid subject to and in accordance with LSU Permanent Memorandum 67.
8. **Incentive Compensation.** Incentive Compensation, including Post-Season Incentive Compensation, shall be in the amounts and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. If payable, Incentive Compensation shall be paid within 60 days of achieving the applicable goal. In the event the Team participates in any post-season games, Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
9. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
 - A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps), 7 (Supplemental Compensation) and 10 (Additional Revenue) shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined under Louisiana law and shall not be included as compensation for the purpose of computation of retirement benefits. Retirement contributions are subject to the limitations of federal law and Louisiana law.
 - B. Employee shall be entitled to (1) an annual automobile allowance in an amount not to exceed \$999 per month or, (2) to the extent consistent with state ethics law, use of one courtesy vehicle provided by a dealership and related automobile insurance.
 - C. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that Team may be provided and/or allocated

apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee's employment duties and Team-related activities as applicable to Employee's employment with LSU.

- D. If indicated in Section 1 of this Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if Employee does not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- E. Employee may invite guest(s) for travel to athletic events as per the LSU Travel Handbook and consistent with state ethics rules. Any guest(s) for travel on chartered or commercial transportation requires the approval of the Athletic Director or the Athletic Director's designee.
- F. Employee will be provided tickets to home, away and postseason contests for Men's basketball and other sports subject to existing LSU regulations and policies, and LSU makes no representation regarding personal income tax consequences related to complimentary tickets but maintains that the tickets are not meant to be a supplement to Employee's income and rather, a benefit to LSU's program.

10. Additional Revenue.

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

- C. Except for routine news media interviews or educational or development programs for which no compensation is received, Employee shall not appear on, or in, any radio, television, or internet programs or other electronic media other than those produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.
- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which may not be unreasonably withheld.

11. **Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the Athletics Director, at any time prior to its expiration, upon written notice to Employee.
 - 1. For purposes of this Section, "cause" for termination shall be defined as:
 - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing to promptly report any such material and substantial violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person under the supervision of Employee if either: (i) the violation occurs or continues to occur after Employee knows or has constructive knowledge of its occurrence and Employee does not report such violation as required by this Agreement, or (ii) Employee fails to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletics Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, in a manner sufficient to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team or Program; or (iii) constitutes moral turpitude and breaches the high moral and ethical standards applicable to Employee as a

visible representative of LSU, including but not limited to, a material act of dishonesty, misrepresentation, or fraud, or an act of violence where Employee is the aggressor; in each case whether or not it rises to level of criminal prosecution by the relevant authorities;

- d. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein, or failing to perform the same to the best of Employee's reasonable ability;
- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. 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 any previously undisclosed violations during employment of Employee at any other institution of higher education);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. 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;
- i. Material failure to comply with LSU policies, rules and regulations concerning Title IX, including specifically but not exclusively the reporting of any incident of sexual misconduct in accordance with LSU's Title IX policy and PM-73;

- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;
- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student-athlete, including without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person under Employee's supervision to commit such fraud;
- m. Being charged with or convicted of (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or knowingly permitting any student-athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. 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;

- q. Sale, purchase, use or possession of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by Employee is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a health care provider and used in accordance therewith.
 - r. 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; or
 - s. Knowingly committing material violation(s) of the terms of this Agreement; provided, however, that in each case, to the extent curable, Employee has not cured the circumstances constituting "cause" within seven days of written notice thereof from University.
 - t. Notwithstanding the language contained herein, LSU acknowledges and agrees that Employee's employment shall not be terminable for cause in the event of an isolated or technical violation of an applicable rule, regulation, or policy that is otherwise limited in scope and provides only a minimal competitive, recruiting, or other advantage; or for an NCAA or SEC violation which does not entail the risk of major institutional penalties, unless such violation was committed in a reckless or knowing manner.
2. The process for termination for cause is as follows:
- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
 - b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.

- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
 - d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
 - e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
 - f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.
3. In the event of termination for cause, Employee's Base Salary, Employee's Supplemental Compensation, Employee's Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee for any sums or damages other than Base Salary and Supplemental Compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
 4. Should the Employee be reinstated following review, Employee and Company shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
 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, as applicable, liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by LSU without cause, Employee's Base Salary, Employee's Supplemental Compensation (if any), Employee's Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation (including Base Salary, Supplemental Compensation, and Incentive Compensation) earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. Liquidated damages under this Section will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the Term.
4. The parties have bargained for this liquidated damages provision. This is an agreement for personal services and certain intellectual property rights. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee 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.
5. The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service."

For purposes of Section 409A, Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

C. Termination by Employee Without Cause.

1. Employee shall have the right to jointly terminate this Agreement without cause upon written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay or cause to be paid to LSU liquidated damages in lieu of any and all other legal remedies or equitable relief as detailed below and as provided in Schedule A.
2. In the event of termination by Employee without cause, Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU on one hand and Employee on the other hand, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date, other than any earned but unpaid Base Salary, Supplemental Compensation, and Incentive Compensation. The parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received hereunder.
3. The parties have bargained for this liquidated damages provision. This is an agreement for personal services and certain intellectual property rights. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
4. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including coaching, sports marketing, administration or media) prospective employer without giving prior written notice (which written notice shall for the purposes of

this Section include electronic mail) to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to cure such circumstances (to the extent curable) and/or respond in writing to the Athletics Director. After review of any such response, to the extent such circumstances are not cured, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

E. Termination by Death or Disability. In the event of the death of Employee or the inability of Employee to perform the obligations described in this Agreement with or without accommodation by reason of disability, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than 90 consecutive days, this Agreement shall terminate with the same consequences as a termination with cause.

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension or other disciplinary sanction effected in accordance with the procedures established in this Agreement, neither Employee nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents,

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

12. **Retention and Return of all Materials, Records, and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within seven calendar days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.

13. **Leave and Overtime.**

- A. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation 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 compensation shall be reduced by the

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

- B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
 - C. **Sick Leave.** Employee will accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement may not be done indirectly by another person on behalf of or at the behest of Employee.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.

18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that Employee shall provide, within 30 days of the Start Date, proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
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: _____
William F. Tate IV, President Date

Matthew McMahon Date

RECOMMENDED:

Scott Woodward, Director of Athletics

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

SCHEDULE A
SUPPLEMENTAL TERMS FOR MATTHEW MCMAHON

This Schedule A supplements and further defines the provisions of the Employment Agreement entered into among 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 will be paid as follows:

A. **Radio, Television, Social Media & Internet.** LSU hereby engages Employee during each Contract Year to provide the intellectual property rights and services of Employee in connection with promoting, appearing on, or participating in, as requested, and making reasonable efforts to make successful, LSU-sanctioned television, radio, social media and internet programs, including streaming services, concerning LSU and the Team. Employee will earn and receive total annual Supplemental Compensation as follows:

Start Date through June 30, 2023:	\$2,200,000
July 1, 2023 through June 30, 2024:	\$2,300,000
July 1, 2024 through June 30, 2025:	\$2,400,000
July 1, 2025 through June 30, 2026:	\$2,500,000
July 1, 2026 through June 30, 2027:	\$2,600,000
July 1, 2027 through June 30, 2028:	\$2,700,000
July 1, 2028 through June 30, 2029:	\$2,800,000
July 1, 2029 through June 30, 2030: (if extended pursuant to Section 2 of the Agreement)	\$2,900,000

1. The allocation of Supplemental Compensation paid to Employee may be set and adjusted by written directive of Employee without need for amendment of this Agreement. Notwithstanding the language contained herein, LSU acknowledges that the total annual compensation shall not be less than the sum of the Base Salary and Supplemental Compensation as listed herein.
2. The reasonable efforts provided by Employee under this Section shall be the due diligence and personal time customarily exerted by head coaches at SEC member institutions in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major intercollegiate programs.

3. LSU shall exclusively own all rights to any television, radio, and internet programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. LSU shall retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs; provided, however, that nothing contained herein shall give third parties the right to a direct endorsement of Employee without prior written consent. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.
4. Without limiting the obligations of this Section, the parties agree that Employee's responsibilities as the Head Coach of the Team shall at all times supersede and take priority over any obligations that Employee may have pursuant to this Section.
5. Supplemental Compensation shall be payable in equal monthly installments and may be paid from affiliated foundation funds. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.

B. One-Time Supplemental Compensation. Within 30 days of the execution of this Agreement, Employee shall be entitled to a one-time payment of \$400,000, classified as Supplemental Compensation.

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

A. Post-Season Incentive Compensation. Subject to the terms and conditions set forth in the Agreement, Employee shall receive Post-Season Incentive Compensation in the amounts and based on the Team attaining the goals shown below. The maximum amount of Post-Season Incentive Compensation payable in a Contract Year is \$500,000.

1. Southeastern Conference
 - a. SEC Regular Season Champion (solo or shared) \$50,000 AND
 - b. SEC Tournament Champion \$50,000
2. NCAA Tournament Appearance
 - a. First Round (includes First Four) \$50,000 AND
 - b. Round of 32 \$50,000 AND
 - c. Sweet 16 \$50,000 AND

- d. Elite 8 \$50,000 AND
- e. Final Four \$50,000 AND
- f. National Championship Game \$50,000 AND
- g. NCAA Tournament Champion \$100,000

3. If the post-season format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, to the extent not already contemplated by the then-existing Post-Season Incentive Compensation structure.

B. Coaching Recognition Incentive Compensation. Employee shall 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 \$75,000.

- 1. SEC Coach of the Year \$25,000 AND
- 2. National Coach of the Year \$50,000

C. Academic Incentive Compensation. In the event the single-year Academic Performance Rate (“APR”) for the Program exceeds the minimum as defined by the NCAA (current minimum score is 930), LSU agrees to pay Employee Academic Incentive Compensation in the amount of \$50,000 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 incentive is earned.

3. Liquidated Damages for Termination by LSU Without Cause.

A. Liquidated Damages Obligation. Pursuant to Section 11(B)(1) of the Agreement, if LSU terminates this Agreement during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of Base Salary and Supplemental Compensation which would have been payable to Employee for the otherwise unexpired Term, with partial years and months prorated.

B. Duty to Mitigate. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain employment in another position as a college or professional coach, executive or media commentator with a national or regional network, broadcast station, cable company or streaming service with compensation at market value.

1. For the purposes of this section, “compensation at market value” means compensation reasonably consistent with that of a person holding the same or similar position at a peer institution, firm, or company.
2. Employee shall not attempt to allow third parties to take advantage of this section as a means of avoiding paying the market value of Employee’s services.
3. In the event Employee breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Employee (following notice to Employee and a reasonable opportunity for Employee’s new employer to cure any deficiency) or (ii) adjust payments to reflect the market value for Employee’s employment or services. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee’s new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.
4. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU.

4. Liquidated Damages for Termination by Employee Without Cause. Pursuant to Section 11(C)(2) of the Agreement, if Employee terminates this Agreement during the Term liquidated damages based on the termination date as follows:

Start Date through June 30, 2023:	\$5,000,000
July 1, 2023 through June 30, 2024:	\$4,000,000
July 1, 2024 through June 30, 2025:	\$3,000,000
July 1, 2025 through June 30, 2026:	\$2,000,000
July 1, 2026 through June 30, 2027:	\$1,000,000
July 1, 2027 through June 30, 2028:	\$500,000

July 1, 2028 through June 30, 2029:

\$0

Liquidated damages under this Section shall be paid to LSU within 60 days of the termination date.

5. Supplemental Provisions.

- A. At LSU's sole discretion, LSU shall either (i) directly pay (as a business expense), or (ii) fund any amounts payable as the result of the voluntary termination of Employee's former employment agreement. If payment is made to Employee in satisfaction of this obligation, and it is deemed to be taxable compensation to Employee, LSU shall include in the amount funded a one-time additional amount sufficient to make Employee reasonably whole to the extent of any initial tax liability that may accrue to Employee.
- B. Employee shall be entitled to a complimentary membership in a country club, such as the University Club of Baton Rouge, provided that: (1) LSU business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (2) Employee shall be responsible for payment of all personal charges and charges unrelated to LSU business.

SIGNATURES ON THE FOLLOWING PAGE

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

By: _____
William F. Tate IV, President Date

Matthew McMahon Date

RECOMMENDED:

Scott Woodward, Director of Athletics

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



Board of Supervisors

**Request from LSU A&M to Approve New Employment Agreements
for Three Assistant Men’s Basketball Coaches**

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

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

2. Summary of Matter

This resolution seeks approval of the employment agreements for Ronnie Hamilton, Casey Long and Cody Toppert. The key terms of the employment agreements are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Ronnie Hamilton	Assistant Men’s Basketball Coach	4/4/2022	6/30/2024	\$340,000
Casey Long	Assistant Men’s Basketball Coach	3/28/2022	6/30/2024	\$340,000
Cody Toppert	Assistant Men’s Basketball Coach	3/28/2022	6/30/2024	\$300,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects that all funds relating to these employment agreements will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed agreements.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachments

1. Employment Agreement: Ronnie Hamilton, Assistant Men's Basketball Coach
2. Employment Agreement: Casey Long, Assistant Men's Basketball Coach
3. Employment Agreement: Cody Toppert, Assistant Men's Basketball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to execute the employment agreements of Ronnie Hamilton, Casey Long and Cody Toppert as described in this item, in consultation with the Office of General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 17th day of June, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Ronnie Hamilton (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$340,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: April 4, 2022.
 - F. “End Date”: June 30, 2024.
 - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - J. “Relocation Incentive”: The one-time payment of \$25,000 and up to 14 days of temporary housing.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 10 or 11 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those

duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;

- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
- G. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time,
- H. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. 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;
- K. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;

- L. 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;
 - M. 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; and
 - N. 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.
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 annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Incentive Compensation.** In the event the Team participates in any post-season games, Employee may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps) and 9 (Additional

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

- B. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.
- C. Employee shall receive an annual automobile allowance in the amount of \$800 per month.
- D. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

9. Additional Revenue.

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

produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which may not be unreasonably withheld.

10. Termination and Suspension.

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

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

- a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. 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 the level of warranting criminal prosecution by the relevant authorities;
- d. 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;

- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. 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);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. 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
- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any

other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

1. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;
- o. 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;
- p. 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;
- q. 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 Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully

prescribed by a health care provider, and used in accordance therewith.

- r. 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 Regulations;
- s. Knowingly committing material violation(s) of the terms of this Agreement.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.

3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Should the Employee be reinstated following review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the President, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment in another position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

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

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose 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.
7. Should Matt McMahon cease to hold position as Head Coach for any reason, and within 60 days thereof, LSU shall have the right to terminate

this Agreement without further obligation to Employee, including the obligation of liquidated damages. Notice of termination under this Section shall be in writing and shall establish a date of termination of whichever occurs first: (i) 180 days from the last date on which Matt McMahon holds the position of Head Coach, (ii) such earlier date as is mutually agreed by Employee and LSU, or (iii) the End Date. 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.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.
3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. 50 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC men's basketball program; or
 - b. 25 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or position in a professional league; terminates the Agreement after the conclusion

of the final season of the Term (including all post-season contests, if applicable); or if Employee terminates within 60 days of Matt McMahon's last day of employment with LSU as Head Coach.

4. Liquidated damages shall be payable either 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.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
6. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

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

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

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

11. **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.

12. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.

13. **Leave and Overtime.**

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

1. Employee's Base Salary has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary would be less if Employee were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

3. This Section 13(A) shall not apply if Employee has accrued annual leave through employment with LSU prior to the Effective Date.
- B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.

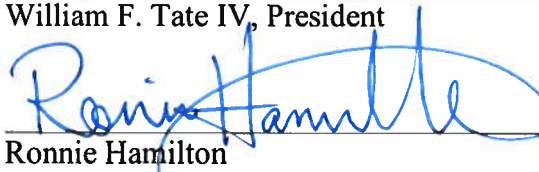
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
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 THE FOLLOWING PAGE

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

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

By: _____
William F. Tate IV, President Date

 6/29/22

Ronnie Hamilton Date

RECOMMENDED:



Scott Woodward, Director of Athletics

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 17th day of June, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Casey Long (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$340,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: March 28, 2022.
 - F. “End Date”: June 30, 2024.
 - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - J. “Relocation Incentive”: The one-time payment of \$25,000 and up to 14 days of temporary housing.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 10 or 11 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those

duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;

- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
- G. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time,
- H. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. 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;
- K. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;

- L. 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;
 - M. 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; and
 - N. 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.
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 annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Incentive Compensation.** In the event the Team participates in any post-season games, Employee may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps) and 9 (Additional

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

- B. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.
- C. Employee shall receive an annual automobile allowance in the amount of \$800 per month.
- D. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

9. Additional Revenue.

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

produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which may not be unreasonably withheld.

10. Termination and Suspension.

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

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

- a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. 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 the level of warranting criminal prosecution by the relevant authorities;
- d. 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;

- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. 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);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. 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
- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any

other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

- i. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;
- o. 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;
- p. 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;
- q. 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 Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully

prescribed by a health care provider, and used in accordance therewith.

- r. 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 Regulations;
- s. Knowingly committing material violation(s) of the terms of this Agreement.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.

3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Should the Employee be reinstated following review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the President, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment in another position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

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

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose 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.
7. Should Matt McMahon cease to hold position as Head Coach for any reason, and within 60 days thereof, LSU shall have the right to terminate

this Agreement without further obligation to Employee, including the obligation of liquidated damages. Notice of termination under this Section shall be in writing and shall establish a date of termination of whichever occurs first: (i) 180 days from the last date on which Matt McMahon holds the position of Head Coach, (ii) such earlier date as is mutually agreed by Employee and LSU, or (iii) the End Date. 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.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.
3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. Fifty percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC men's basketball program; or
 - b. Twenty-five percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or position in a professional league; terminates the Agreement after the conclusion

of the final season of the Term (including all post-season contests, if applicable); or if Employee terminates within 60 days of Matt McMahon's last day of employment with LSU as Head Coach.

4. Liquidated damages shall be payable either 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.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
6. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

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

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

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

11. **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.

12. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.

13. **Leave and Overtime.**

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

1. Employee's Base Salary has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary would be less if Employee were entitled to earn annual leave.
2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

3. This Section 13(A) shall not apply if Employee has accrued annual leave through employment with LSU prior to the Effective Date.
- B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.

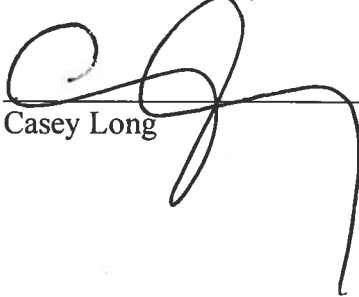
21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
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 THE FOLLOWING PAGE

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

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

By: _____
William F. Tate IV, President Date


Casey Long Date

6/8/22

RECOMMENDED:


Scott Woodward, Director of Athletics

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 2nd day of August, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Cody Toppert (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$300,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: March 28, 2022.
 - F. “End Date”: June 30, 2024.
 - G. “Program”: The intercollegiate Men’s Basketball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - J. “Relocation Incentive”: The one-time payment of \$25,000 and up to 14 days of temporary housing.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 10 or 11 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those

duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;

- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
- G. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time,
- H. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. 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;
- K. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;

- L. 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;
 - M. 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; and
 - N. 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.
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 annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Incentive Compensation.** In the event the Team participates in any post-season games, Employee may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps) and 9 (Additional

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

- B. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.
- C. Employee shall receive an automobile entitlement of an annual automobile allowance in the amount of \$800 per month.
- D. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

9. Additional Revenue.

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

produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which may not be unreasonably withheld.

10. **Termination and Suspension.**

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

- 1. For purposes of this Section, "cause" for termination shall be defined as:
 - a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
 - b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. 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 the level of warranting criminal prosecution by the relevant authorities;
 - d. 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;

- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. 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 any previously undisclosed violations during employment of Employee at any other institution of higher education);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates an unreasonable risk of harm to a student athlete;
- i. 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
- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of

higher learning propounded by LSU, the NCAA, the SEC or any other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. 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;
- q. 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 Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully

prescribed by a health care provider, and used in accordance therewith.

- r. 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 Regulations;
- s. Knowingly committing material violation(s) of the terms of this Agreement;
- t. Notwithstanding the language contained herein, LSU acknowledges and agrees that in each instance, to the extent curable, Employee shall be provided with a reasonable opportunity to cure any circumstances constituting "cause," and Employee has not cured such circumstances within seven (7) days of written notice thereof from University.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by

the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.

- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.
3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Should the Employee be reinstated following review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the Athletics Director, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination

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

3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.
4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment in another coaching or professional position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

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

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose 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.

7. Should Matt McMahon cease to hold position as Head Coach for any reason, and within 60 days thereof, LSU shall have the right to terminate this Agreement without further obligation to Employee, including the obligation of liquidated damages. Notice of termination under this Section shall be in writing and shall establish a date of termination of whichever occurs first: (i) 180 days from the last date on which Matt McMahon holds the position of Head Coach, (ii) such earlier date as is mutually agreed by Employee and LSU, or (iii) the End Date. 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.
8. The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service."

For purposes of Section 409A, Employee's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 24-hour 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.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless

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

3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. 50 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC men's basketball program; or
 - b. 25 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position or position in a professional league; terminates the Agreement after the conclusion of the final season of the Term (including all post-season contests, if applicable); or if Employee terminates within 60 days of Matt McMahon's last day of employment with LSU as Head Coach.
4. Liquidated damages shall be payable either 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.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
6. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any

circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.
3. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension, Employee shall not be entitled to receive any compensation, benefits or any other payments under this Agreement except for fringe benefits provided under Section 9 of this Agreement.

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

F. Exclusivity of Remedy. The financial consequences of termination of this Agreement or suspension herein are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of

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

11. **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.
12. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.
13. **Leave and Overtime.**
 - A. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-

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

1. Employee's Base Salary has been mutually negotiated with this understanding, and both Employee and LSU agree that the Base Salary would be less if Employee were entitled to earn annual leave.
 2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
 3. This Section 13(A) shall not apply if Employee has accrued annual leave through employment with LSU prior to the Effective Date.
- B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
- C. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
- D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon

the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.
21. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver's license and that all vehicles registered in Employee's name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
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.

24. **One-Time Supplemental Compensation.** Within 30 days of the execution of this Agreement, Employee shall be entitled to a one-time payment of \$2,500, classified as supplemental compensation.

SIGNATURES ON THE FOLLOWING PAGE









Cody Toppert Employment Agreement

Final Audit Report

2022-07-14

Created:	2022-07-13
By:	Lori Williams (lawilliams@lsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2_oCPrPAukpRCjFCYZmrX-sgOlhvhFh8

"Cody Toppert Employment Agreement" History

-  Document created by Lori Williams (lawilliams@lsu.edu)
2022-07-13 - 10:59:51 PM GMT
-  Document emailed to Cody Toppert (ctoppert@lsu.edu) for signature
2022-07-13 - 11:26:27 PM GMT
-  Document emailed to swoodward@lsu.edu for signature
2022-07-13 - 11:26:27 PM GMT
-  Email viewed by Cody Toppert (ctoppert@lsu.edu)
2022-07-14 - 3:42:04 AM GMT
-  Email viewed by swoodward@lsu.edu
2022-07-14 - 4:11:00 AM GMT
-  Document e-signed by Scott Woodward (swoodward@lsu.edu)
Signature Date: 2022-07-14 - 1:50:54 PM GMT - Time Source: server
-  Document e-signed by Cody Toppert (ctoppert@lsu.edu)
Signature Date: 2022-07-14 - 3:34:07 PM GMT - Time Source: server
-  Agreement completed.
2022-07-14 - 3:34:07 PM GMT



Board of Supervisors

**Request from LSU A&M to Approve Employment Contract for Wes, Johnson,
Baseball Assistant Coach**

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * * *

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

2. Summary of Matter

This resolution seeks approval of the Employment Agreement for Wes Johnson. The key terms of the agreement are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Wes Johnson	Assistant Baseball Coach	7/1/2022	6/30/2025	\$380,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Employment Agreement will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the proposed Employment Agreement.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachment

Employment Agreement: Wes Johnson, Assistant Baseball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to execute the Employment Agreement of Wes Johnson as described in this item, in consultation with the Office of General Counsel.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 2nd day of August, 2022, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Wes Johnson (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “President”: The President of LSU.
 - B. “Athletics Director”: The Director of Athletics at LSU.
 - C. “Base Salary”: The annual sum of \$380,000.
 - D. “Position”: Assistant Coach for the Team.
 - E. “Start Date”: July 1, 2022.
 - F. “End Date”: June 30, 2025.
 - G. “Program”: The intercollegiate Baseball program at LSU.
 - H. “Team”: The intercollegiate athletic team which is a part of the Program.
 - I. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - J. “Relocation Incentive”: The one-time payment of \$25,000 and up to 14 consecutive days of temporary housing, as needed.
2. **Term.** This Agreement shall be for a definite term (“Term”), commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 10 or 11 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU.
4. **Duties and Responsibilities.** Employee’s duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the President and the Athletics Director:
 - A. Performing all duties reasonably assigned to Employee by the Head Coach of the Team or the Athletics Director so long as such duties are consistent with those

duties typically assigned to assistant coaches at colleges or universities at the same competitive level as LSU;

- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable of and complying with: (1) all applicable federal and state laws governing intercollegiate athletics; and (2) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference (“SEC”), LSU, and any other conference or Agreement (hereinafter collectively referred to as “Governing Athletics Regulations”);
- D. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- E. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to Permanent Memorandum 73 (“PM-73”), and understanding and complying with the mandatory obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU’s Title IX Coordinator as required by PM-73;
- F. Understanding and complying with Title VI of the Civil Rights Act of 1964, other federal laws, state law, and LSU policies on equal opportunity and discrimination, including, but not limited to, Permanent Memorandum 55;
- G. Cooperating fully, truthfully and without undue delay in any investigation of possible violations of any Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time,
- H. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. 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;
- K. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;

- L. 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;
 - M. 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; and
 - N. 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.
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 annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.
7. **Incentive Compensation.** In the event the Team participates in any post-season games, Employee may be eligible for Post-Season Incentive Compensation in accordance with LSU's most recent Additional Compensation Policy for Post-Season Athletics. Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play and, if payable, shall be paid within 60 days following the final post-season game in which Team participates. If Employee does not actively coach the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Incentive Compensation may be payable, in whole or in part, from affiliated foundation funds.
8. **Retirement and Fringe Benefits.** Employee shall be entitled to the following benefits:
- A. Employee is entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from Employee's compensation except as to the Base Salary and any earned Post-Season Incentive Compensation, and Employee shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. Employee further acknowledges that sums paid under Sections 5 (Sports Camps) and 9 (Additional

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

- B. As part of any third-party apparel and/or equipment related contract with LSU, Employee acknowledges and agrees that team may be provided and/or allocated apparel and/or equipment from and by LSU, which apparel and equipment shall be used exclusively and solely by Employee in furtherance of Employee’s employment duties and team-related activities as applicable to Employee’s employment with LSU.
- C. Employee shall receive an automobile entitlement of an annual automobile allowance in the amount of \$800 per month.
- D. If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

9. Additional Revenue.

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

produced or sponsored by LSU without the prior written approval of the Athletics Director or the Athletics Director's designee.

- D. Employee shall not appear in or make any advertisement or make any commercial endorsement without the prior written approval of the President and the Athletics Director, which may not be unreasonably withheld.

10. Termination and Suspension.

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

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

- a. Committing a material and substantial violation (including repeated lesser violations) of Governing Athletics Regulations; failing promptly to report any such violation by another person to the Director of Compliance; or committing a material and substantial violation of any LSU policies, rules, or procedures that are within the scope and/or meet the definition of Governing Athletics Regulations;
- b. A material and substantial violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (i) the violation occurs or continues to occur after Employee knew or had constructive knowledge that it was about to occur or was occurring, or (ii) Employee failed to follow reasonable policies and procedures established in writing by the Athletics Department or the Head Coach for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- c. 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 the level of warranting criminal prosecution by the relevant authorities;
- d. 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;

- e. Failing to cooperate in the investigation and enforcement of Governing Athletics Regulations or in any LSU internal investigation or inquiry; or knowingly permitting any other person under Employee's supervision to fail to reasonably cooperate in such investigation and enforcement;
- f. 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);
- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has actual knowledge;
- h. Failure by Employee to engage in, and use best efforts to ensure that personnel under Employee's direct or indirect supervision engage in, safe and responsible treatment of student athletes on the Team, including but not limited to failure to comply with any requirement pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete;
- i. 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
- j. Prolonged absence from LSU without consent, which will not be unreasonably withheld;
- k. Failure to respond fully and truthfully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or at any prior employment at any other institution of higher learning propounded by LSU, the NCAA, the SEC or any

other governing body having supervision over the athletic programs of LSU or such other institution of higher education, or required by law or Governing Athletics Regulations; or knowingly permitting any other person under Employee's supervision to fail to so respond;

- l. Committing fraud in the performance of any duties and responsibilities herein, either with intent or reckless disregard for the truth, including but not limited to fraud or dishonesty in any written or verbal statements, including résumés, provided by Employee to LSU in the application process or fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including but not limited to transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person to commit such fraud;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;
- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person; or knowingly permitting any student athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
- p. 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;
- q. 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 Regulations. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully

prescribed by a health care provider, and used in accordance therewith.

- r. 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 Regulations;
- s. Knowingly committing material violation(s) of the terms of this Agreement.

2. The process for termination for cause is as follows:

- a. Prior to termination for cause, LSU shall provide Employee written notice of termination. The notice of termination shall be provided at least seven calendar days before the effective date of termination and shall be signed by the Athletics Director or the Athletics Director's designee. The notice of termination shall reference the facts upon which termination is authorized.
- b. Prior to the effective date of termination in the notice, Employee shall have the right to present a written statement and any supporting materials to the Athletics Director detailing why the Employee believes LSU should rescind its notice of termination. The Athletics Director or the Athletics Director's designee may extend the effective date of termination in writing to allow additional time to consider Employee's response.
- c. After review of any such response, the Athletics Director or the Athletics Director's designee shall provide Employee written notice of a decision.
- d. Within seven calendar days of receipt of the decision of the Athletics Director, Employee may make a written request for review to the President and submit materials for consideration. If no such request is made, the decision of the Athletics Director is final.
- e. If a request for review is made, the President or the President's designee shall conduct the review based on materials provided by the Employee and materials considered by the Athletics Director. The request for review by the President shall not suspend the effective date of the termination.
- f. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which will be final.

3. In the event of termination for cause, Employee's Base Salary, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the last day of the month during which such termination date occurred, and LSU shall not thereafter be liable to Employee or Company for any sums or damages other than compensation earned through the last day of such month, as well as Incentive Compensation that has been earned but not paid. The termination date shall be the date on which the initial notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
4. Should the Employee be reinstated following review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
5. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

1. LSU, acting through the Athletics Director, shall have the right to terminate this Agreement without cause upon written notice to Employee.
2. In the event of termination by LSU without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination.
3. If LSU terminates employment during the Term without cause, LSU will pay Employee liquidated damages in the amount of 80 percent of remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.

4. Liquidated damages under this Section will be paid in equal monthly installments over a period equal to the amount of time then remaining in the Term.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain athletics-related employment in another position with compensation at market value. Employee shall exercise due diligence and good faith in seeking qualifying employment so long as the liquidated damage obligation exists. In the event Employee obtains such other employment, Employee must notify LSU and provide documentation reasonably requested by LSU to determine the amount of compensation received by Employee and the amount of offset due to LSU. Mitigation shall be calculated as follows:
 - a. If new employment is via contract, LSU shall reduce future payments by the greater of (i) the average annual compensation of Employee's new employment agreement (regardless of term) or (ii) the specific annual compensation due for given year corresponding to this Agreement.
 - b. If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

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

6. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose 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.
7. Should Jay Johnson cease to hold position as Head Coach for any reason, and within 60 days thereof, LSU shall have the right to terminate this

Agreement without further obligation to Employee, including the obligation of liquidated damages. Notice of termination under this Section shall be in writing and shall establish a date of termination of whichever occurs first: (i) 180 days from the last date on which Jay Johnson holds the position of Head Coach, (ii) such earlier date as is mutually agreed by Employee and LSU, or (iii) the End Date. 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.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU. In the event Employee terminates this Agreement without cause, Employee will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief.
2. In the event of termination by Employee without cause, Employee's Base Salary, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which, unless otherwise agreed to in writing by LSU and Employee, shall be the earlier of: (a) the date on which Employee provides notice of termination to LSU; (b) the date on which Employee accepts employment from another employer; or (c) the date on which Employee performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date. The Parties acknowledge that this provision is intended to obligate Employee to repay unearned compensation and fees previously received under the premise that Employee would fulfill the Term of this Agreement.
3. If Employee terminates employment at any time before the End Date, Employee will pay to LSU as liquidated damages an amount as follows:
 - a. 50 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position with another SEC baseball program, any position with Major League Baseball, or any other professional baseball league; or
 - b. 25 percent of all remaining Base Salary which would have been payable to Employee for the remaining term if Employee accepts employment in a non-head coaching position other than as described above or terminates employment for any other reason;
 - c. Except, however, no liquidated damages will be owed if Employee accepts any collegiate head coaching position; terminates the

Agreement after the conclusion of the final season of the Term (including all post-season contests, if applicable); or if Employee terminates within 60 days of Jay Johnson's last day of employment with LSU as Head Coach.

4. Liquidated damages shall be payable either 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.
5. The parties have bargained for this liquidated damages provision giving consideration to the following. This is an agreement for personal services. The parties recognize that termination of this Agreement by Employee prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
6. Unless notice of termination under this Section has been given by either party, neither Employee nor Employee's agent shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment for Employee with any other institution of higher education, professional athletic team, or other athletically-related (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletics Director.

D. Suspension or Other Disciplinary Action.

1. LSU may impose suspension or leave without pay for a period no longer than 120 days for any act or omission which would be grounds for discipline or termination for cause as defined herein. Imposition of such sanctions shall be at the discretion of LSU, which shall not be exercised arbitrarily or capriciously. Prior to suspension without pay under this provision, Employee shall be provided written notice of the grounds for the suspension and shall have seven calendar days from receipt of such notice to respond in writing to the Athletics Director. After review of any such response, the Athletics Director or the Athletics Director's designee will provide Employee with written notice of a decision and/or suspension. Suspension under this subsection shall not limit any rights of LSU to terminate Employee for cause.
2. Employee shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

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

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

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

11. **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.

12. **Retention and Return of all Materials, Records and Other Items.** All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by LSU or developed by Employee on behalf of or at the expense of LSU or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of LSU. Within 10 days of the expiration or termination of this Agreement, Employee shall cause any such materials in Employee's possession or control to be delivered to LSU. At the same time, Employee shall return to LSU all credit cards, keys, computers, automobiles, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of Employee. For any items not returned to LSU within the time provided, Employee expressly authorizes LSU to withhold the replacement cost from any compensation due Employee. The Athletics Department will maintain a schedule of replacement costs for items issued to employees.

13. **Leave and Overtime.**

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

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

2. If any administrative tribunal, statewide elected official, or state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines to comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.

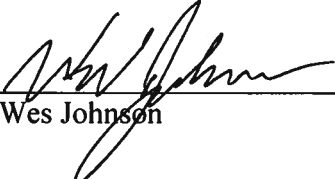
3. This Section 13(A) shall not apply if Employee has accrued annual leave through employment with LSU prior to the Effective Date.
 - B. **No Overtime.** Employee qualifies and is designated as exempt under the Fair Labor Standards Act and is not entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any workweek.
 - C. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
 - D. **Notice of Absence.** Employee is required to receive authorization from the Athletics Director or the Athletics Director's designee prior to being absent from Employee's usual duties and responsibilities, not to be unreasonably withheld.
14. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the matters contemplated hereby and shall, upon the Effective Date, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this Agreement, with full opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
16. **Indirect Actions Prohibited.** Any act which Employee is prohibited from doing directly in this Agreement shall not be done indirectly by Employee or another person on Employee's behalf or at Employee's behest.
17. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
18. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
19. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
20. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.

21. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.
22. **Compliance with La. R.S. 42:31.** To the extent annual compensation under this Agreement exceeds \$100,000, Employee hereby agrees and promises that, within 30 days of the Start Date or the date that compensation reaches that threshold, Employee shall provide proof to LSU that Employee has been issued a Louisiana driver’s license and that all vehicles registered in Employee’s name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
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.

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 identified with the signature.

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

By: _____
William F. Tate IV, President Date

 _____ 7.1.22
Wes Johnson Date

RECOMMENDED:



Scott Woodward, Director of Athletics

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



Board of Supervisors

**Request from LSU A&M to Approve Term Sheet
for Joshua Jordan, Assistant Baseball Coach**

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

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

2. Summary of Matter

This resolution seeks approval of the Term Sheet for Joshua Jordan. A long form employment agreement will be drafted and presented to the Board at a later date. The key terms of the Term Sheet are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Joshua Jordan	Assistant Baseball Coach	7/8/2022	6/30/2025	\$300,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this term sheet will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the term sheet.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachment

Term Sheet: Joshua Jordan, Assistant Baseball Coach

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Term Sheet for Joshua Jordan as described in this item.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND JOSHUA JORDAN

Position: Assistant Men’s Baseball Coach at LSU
Reporting: Coach shall report directly to Jay Johnson, Head Coach
Term: Effective no later than July 8, 2022 and ending June 30, 2025

Compensation:

- Base Salary (annual rate; pro-rated for partial years):
 - No later than July 8, 2022 through June 30, 2023 \$300,000
 - July 1, 2023 through June 30, 2024 \$310,000
 - July 1, 2024 through June 30, 2025 \$320,000

Incentives:

- Post-Season Incentive Compensation consistent with the additional compensation guidelines for post-season athletics in the sport of baseball for similarly situated positions.
- Other Special Incentives (paid by LSU):
 - Coach shall receive a vehicle allowance in the amount of \$800 per month.
 - A relocation incentive of \$25,000 and up to fourteen (14) consecutive days of temporary housing, as needed, to be used for relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if Coach does not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

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

Coach shall have duty to mitigate and use best efforts to obtain employment commensurate with his experience in another coaching or professional position with compensation at market value. For the purposes of this section, “compensation at market value” means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company.

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

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

In the event the current Head Coach ceases to hold such position for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six (6) months after the last date on which the current Head Coach holds such position, or on such earlier date as is mutually agreed between Coach and LSU, and LSU shall not thereafter be liable to Coach for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:

- Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position with another SEC baseball program; or
- Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts baseball employment in a non-head coaching position other than as described above or terminates employment for any other reason;
- Except, however, no liquidated damages will be owed if Coach accepts any collegiate head coaching position or any position with the MLB or any other professional baseball league; terminates the Agreement after the conclusion of the final season (including championship game, if applicable) covered by the Term; or if Coach terminates within sixty (60) days of Jay Johnson's last day of employment with LSU as Head Coach.

Miscellaneous: **THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Term shall not be valid or enforceable and Coach's employment shall be "at-will" until both of these conditions are satisfied. Coach acknowledges that failure to disclose any and all criminal or civil matters from the past five years to LSU prior to signing this Agreement, including those currently pending but excluding non-felony traffic infractions, will serve as a basis to terminate employment for cause. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

Signature: 

Email: swoodward@lsu.edu

Scott Woodward
On behalf of Louisiana State University

07/08/2022

Date

Signature: 
Joshua Jordan (Jul 8, 2022 17:08 EDT)

Email: josh.jordan10@gmail.com

Joshua Jordan

07/08/2022

Date








Term Sheet_Joshua Jordan

Final Audit Report

2022-07-08

Created:	2022-07-08
By:	Wendy Nall (wnall@lsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAK19tl7VQciLsxXoTt5lLotZo3NKZ9y_9

"Term Sheet_Joshua Jordan" History

-  Document created by Wendy Nall (wnall@lsu.edu)
2022-07-08 - 8:48:20 PM GMT- IP address: 130.39.198.177
-  Document emailed to josh.jordan10@gmail.com for signature
2022-07-08 - 8:57:02 PM GMT
-  Email viewed by josh.jordan10@gmail.com
2022-07-08 - 8:58:34 PM GMT- IP address: 66.249.88.8
-  Document e-signed by Joshua Jordan (josh.jordan10@gmail.com)
Signature Date: 2022-07-08 - 9:08:36 PM GMT - Time Source: server- IP address: 166.137.19.12
-  Document emailed to swoodward@lsu.edu for signature
2022-07-08 - 9:08:37 PM GMT
-  Email viewed by swoodward@lsu.edu
2022-07-08 - 9:11:39 PM GMT- IP address: 104.47.73.254
-  Document e-signed by Scott Woodward (swoodward@lsu.edu)
Signature Date: 2022-07-08 - 9:13:18 PM GMT - Time Source: server- IP address: 130.39.199.41
-  Agreement completed.
2022-07-08 - 9:13:18 PM GMT



Board of Supervisors

**Request from LSU A&M to Approve New Term Sheet
for Keli Zinn, Executive Deputy Athletics Director**

Date: August 2, 2022

1. Bylaw Citation

Pursuant to Article VII, Section 1(L)(3):

The following matters shall require approval by the Board, regardless of any delegations of authority otherwise provided for in these Bylaws or the Regulations of the Board. Except as set forth herein, no such matter shall be undertaken or approved by or for any campus or the University without prior review by the President and appropriate University Officers and express, formal approval by the Board.

* * * *

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

2. Summary of Matter

This resolution seeks approval of the Term Sheet for Keli Zinn. A long form employment agreement will be drafted and presented to the Board at a later date. The key terms of the Term Sheet are summarized below:

Name	Title	Proposed Start Date	Proposed End Date	Proposed Total Certain Compensation ^a
Keli Zinn	Executive Deputy Athletics Director	8/8/2022	6/30/2026	\$425,000

Notes:

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

3. Review of Business Plan

Not applicable.

4. Fiscal Impact

The Athletics Department currently expects all funds relating to this Term Sheet will be paid from revenues generated by the Athletics Department. No state general fund or tuition dollars are used.

5. Description of Competitive Process

Not applicable.

6. Review of Legal Documents

The Office of General Counsel has reviewed the Term Sheet.

7. Parties of Interest

LSU and the above-named personnel.

8. Related Transactions

None.

9. Conflicts of Interest

None known

10. Attachment

Term Sheet: Keli Zinn, Executive Deputy Athletics Director

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the Term Sheet for Keli Zinn as described in this item.

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND KELI ZINN

Position: Executive Deputy Athletics Director at LSU
Reporting: Employee shall report directly to Scott Woodward, Director of Athletics
Term: Effective no later than August 8, 2022 and ending June 30, 2026

Compensation:

- Base Salary (annual rate; pro-rated for partial years):
 - No later than August 8, 2022 through June 30, 2026 \$425,000

Incentives:

- Post-Season Incentive Compensation:
 - Learfield Sports Directors' Cup Incentive Compensation. For each year that LSU achieves a top 20 final ranking in the NACDA (Learfield Sports) Directors' Cup Rankings while this Agreement is in effect, Employee shall be entitled to a performance incentive of \$10,000.
 - Division I Football Post-Season Compensation. For every year that the LSU NCAA Division I football team participates in post-season game(s), LSU will pay Employee Post-Season Incentive Compensation as additional compensation for the extra services required of Employee as follows:
 - Bowl Participant in non-College Football Playoff ("CFP") game \$10,000 OR
 - CFP Bowl Participant \$20,000 OR
 - CFP Semifinal Game Participant \$30,000 OR
 - CFP National Championship Game Participant \$35,000 OR
 - CFP National Champion \$50,000Only one such football performance incentive shall be awarded in a given year (corresponding to the highest level of team achievement) and shall not exceed \$50,000 in a year.
 - Division I Basketball Post-Season Compensation. For each year that the LSU NCAA Division I basketball team participates in post-season game(s), LSU will pay Employee a basketball performance incentive as additional compensation for the extra services required of Employee, in the amount of \$15,000.
 - Academic Incentive Compensation. For each year that all LSU intercollegiate athletic teams competing in NCAA play attain a multi-year Academic Progress Rate, as established by the existing policy, LSU will pay Employee as a performance incentive the amount of \$15,000. The additional sum, if payable, shall be considered earned on the date that the NCAA's annual Academic Progress Rate Public Report is publicly released.
- Other Special Incentives (paid by LSU):
 - Employee shall receive a courtesy vehicle and related insurance, if available, or a vehicle allowance in the amount of \$800 per month.
 - A relocation incentive of \$25,000 to be used for relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if Employee does not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.

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

Employee shall have a duty to mitigate and use best efforts to obtain employment in another professional position with compensation at market value. For the purposes of this section, "compensation at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company.

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

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

Termination for Cause by University: If LSU terminates the employment of Employee for cause, LSU shall have no obligation to Employee to pay any further amounts beyond the end of the month in which Employee is terminated.

Termination by Employee: Employee may terminate the employment agreement at any time but only upon the following terms and conditions:

- Employee agrees to provide the Athletic Director with notice prior to engaging in any discussions and/or negotiations, directly or indirectly, for prospective employment at any place other than LSU before the expiration of this Agreement; and
- Employee agrees to provide LSU with written notice of termination of this Agreement.

Miscellaneous: **THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Term shall not be valid or enforceable and Employee's employment shall be "at-will" until both of these conditions are satisfied. Employee acknowledges that failure to disclose any and all criminal or civil matters from the past five years to LSU prior to signing this Agreement, including those currently pending but excluding non-felony traffic infractions, will serve as a basis to terminate employment for cause. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

ACCEPTED AND AGREED:



Scott Woodward
On behalf of Louisiana State University



Keli Zinn (Jul 11, 2022 17:04 EDT)

Keli Zinn

07/11/2022

Date

07/11/2022

Date









Term Sheet_Keli Zinn

Final Audit Report

2022-07-11

Created:	2022-07-11
By:	Matthew LaBorde (mlabor5@lsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuXw0Dc5Vi9YVofF3XlwMh_JLjeLYD7I

"Term Sheet_Keli Zinn" History

-  Document created by Matthew LaBorde (mlabor5@lsu.edu)
2022-07-11 - 7:13:59 PM GMT- IP address: 130.39.199.213
-  Document emailed to swoodward@lsu.edu for signature
2022-07-11 - 7:14:57 PM GMT
-  Email viewed by swoodward@lsu.edu
2022-07-11 - 8:20:02 PM GMT- IP address: 104.47.73.126
-  Document e-signed by Scott Woodward (swoodward@lsu.edu)
Signature Date: 2022-07-11 - 8:22:46 PM GMT - Time Source: server- IP address: 130.39.199.41
-  Document emailed to keli.zinn@mail.wvu.edu for signature
2022-07-11 - 8:22:48 PM GMT
-  Email viewed by keli.zinn@mail.wvu.edu
2022-07-11 - 9:03:39 PM GMT- IP address: 157.182.71.221
-  Document e-signed by Keli Zinn (keli.zinn@mail.wvu.edu)
Signature Date: 2022-07-11 - 9:04:27 PM GMT - Time Source: server- IP address: 157.182.71.221
-  Agreement completed.
2022-07-11 - 9:04:27 PM GMT



Board of Supervisors

TITLE IX PRESENTATION & TRAINING

Annual Mandatory Training 2022

Power-Based Violence

Learning Objectives

- Types of power-based violence
- Your responsibility for reporting
- How to support those who disclose
- How to report
- Consequences of failing to report
- Resources available
- Brief overview of proposed 2022 Title IX regulations



Power-Based Violence



**Power-based
Violence**

- Any form of interpersonal violence intended to control or intimidate another person through the assertion of power over the person

Power-Based Violence



**Power-based
Violence**

- Includes all forms of sexual misconduct
- People who perpetrate acts of sexual assault wield power over their victim

Power-Based Violence

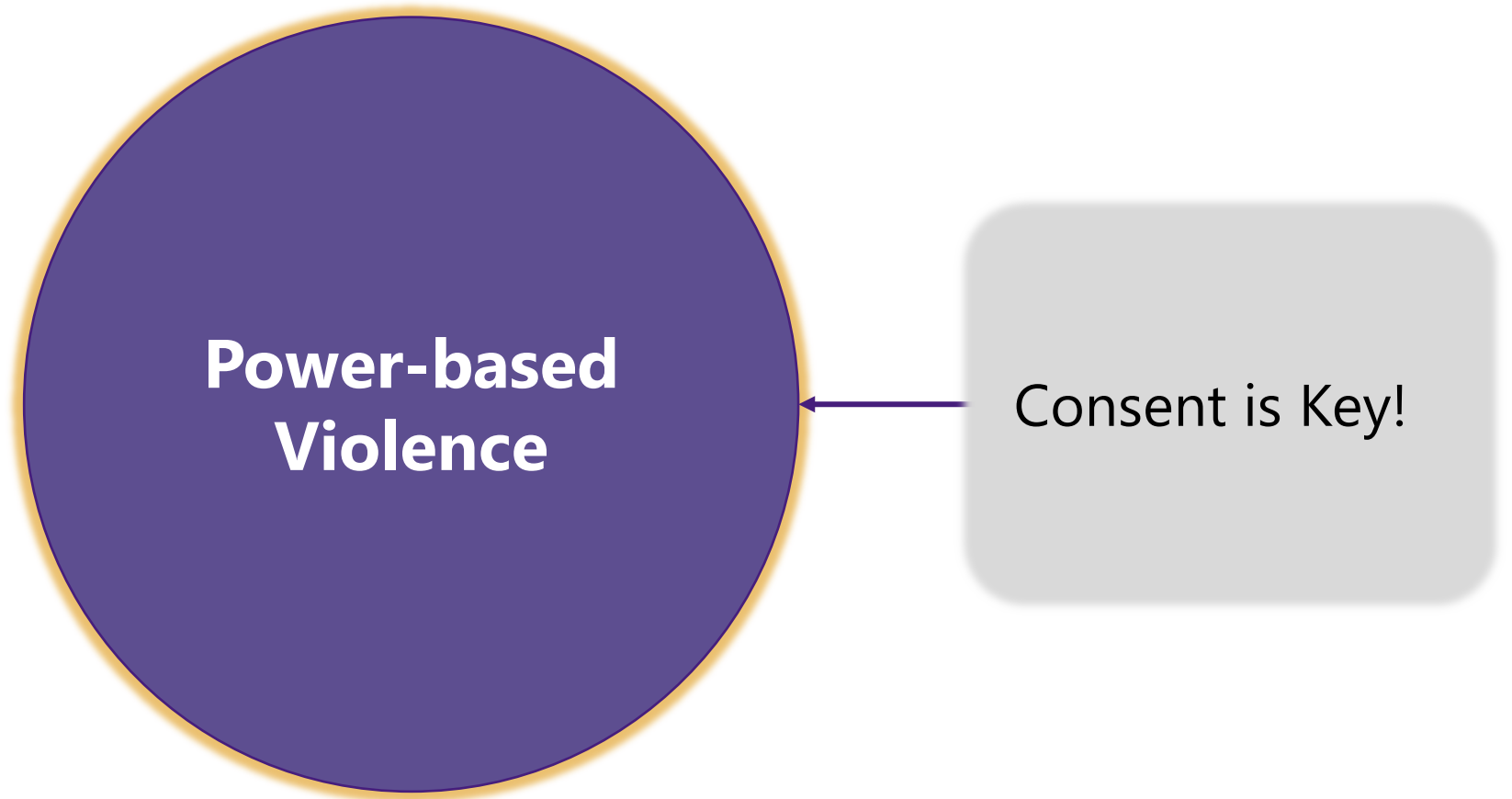


**Power-based
Violence**

- Sexual Assault
- Dating Violence
- Domestic Abuse and Family Violence
- Stalking
- Sexual Exploitation
- Sexual Harassment

- Catch-all: Unwelcome sexual or sex- or gender-based conduct that is objectively offensive and has a discriminatory intent.

Power-Based Violence



Power-Based Violence

Can also occur **without being** sex- or gender-based

**Power-based
Violence**

Power-Based Violence



**Power-based
Violence**

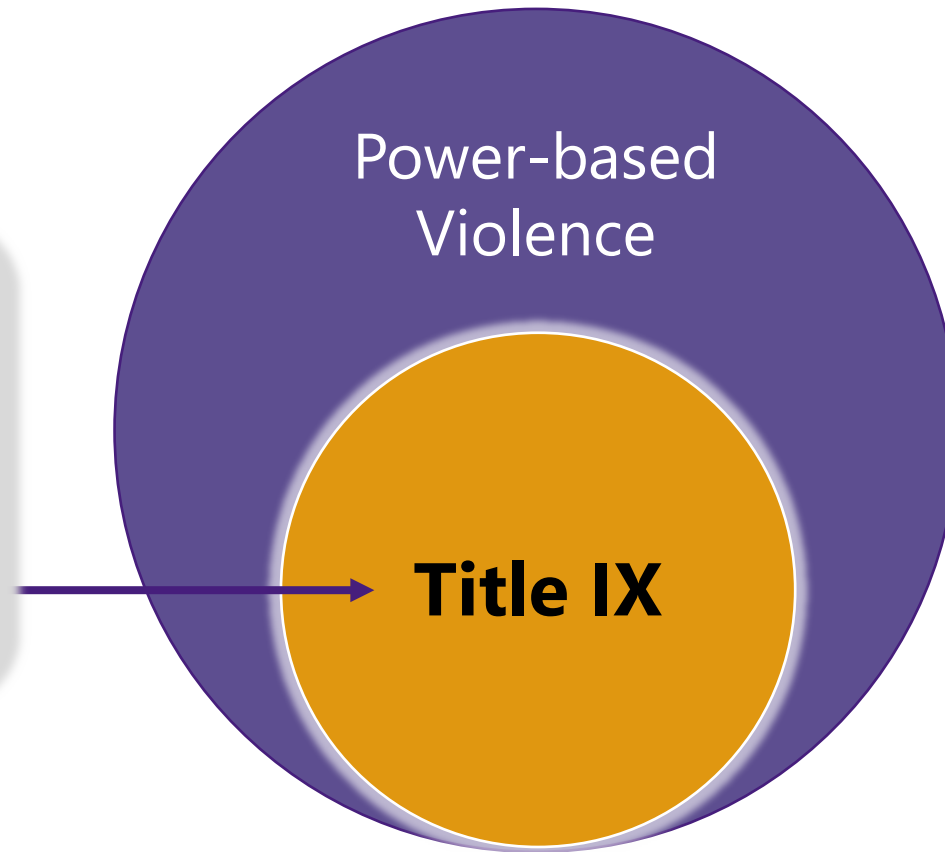
Examples Not Sex- or Gender-Based:

- Belittling based on race or ethnic background
- Verbally attacking because of religious beliefs
- Bullying subordinates

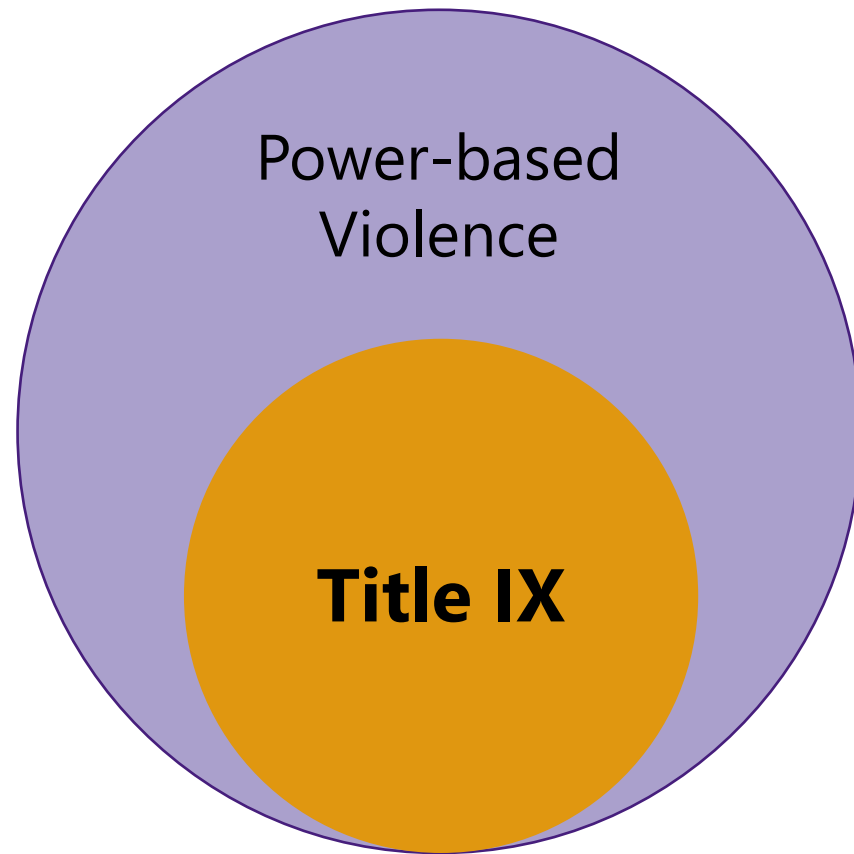
All these incidents must be reported to the Office of Civil Rights & Title IX

Power-Based Violence & Title IX

When power-based violence acts are forms of **sexual misconduct**



Power-Based Violence & Title IX

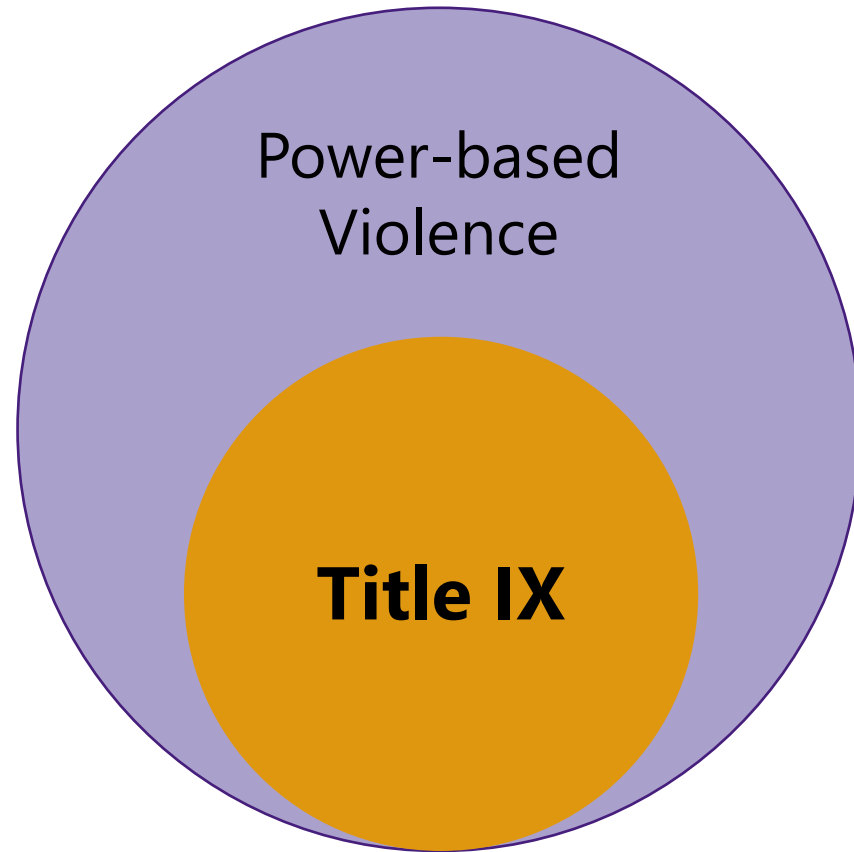


Guarantees those who **study or work** at an educational institution the right to participate fully **without discrimination** based on their:

- Sex,
- Gender, and/or
- Gender identity

Any incident of sexual misconduct has the possibility of negatively impacting success and/or performance

What is not Title IX?



- Conduct occurring outside of the US
- Conduct occurring off campus (not in program or activity)
- Conduct involving a respondent not a part of the LSU community
- Complaints filed after the complainant has left LSU
- Complaints that do not meet policy definitions
- Complaints not based on gender-based violence

Title IX Violations: Requiring Reporting

- Sexual assault
- Stalking
- Dating violence
- Domestic violence
- Sexual exploitation
- Retaliation
- Harassment related to one's gender, sexual orientation, and/or gender identity

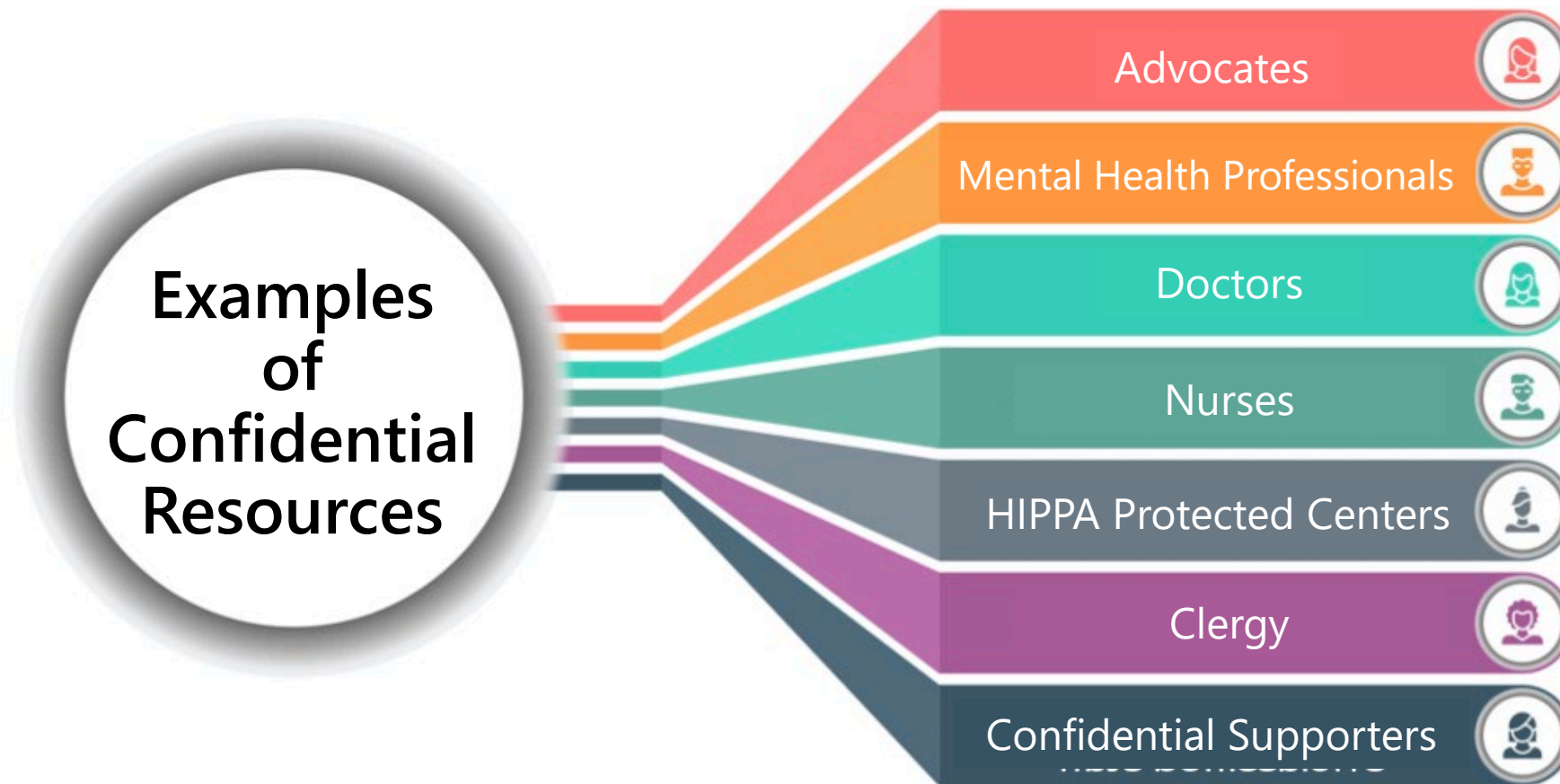
If you are ever unsure as to whether your information is something that needs to be reported, contact the Title IX office for guidance

Mandatory Reporters



Confidential Resources

Do **NOT** have to report information disclosed to them due to their job description and credentials or specialized training:





Exceptions to Reporting

- Information disclosed at public awareness events (e.g. legislative testimony, Board of Supervisor reports or testimony, Take Back the Night, protests)
- Disclosures made in the course of academic work product consistent with assignment (e.g. assignment about overcoming adversity)
- Disclosures made indirectly, such as overhearing a conversation of which you are not a part

Trauma-Informed Care

Guiding Principles:

- Safety
- Choice
- Collaboration
- Trustworthiness
- Empowerment



Harris, M. & Fallot, R. D. (Eds.) (2001)

Trauma-Informed Supportive Skills

- Practice active listening
 - Limit distractions
 - Paraphrase content
 - Do not label their experience
 - Try to understand feelings, not just facts
- Notice nonverbals
- Be inclusive
 - Ask for pronouns
 - Refrain from assumptions about gender, sex, terms of relationship



Three Step Plan

Care

- Provide Care to the student
- Empathy
- Support

Connect

- Connect the individual to resources
- Offer to accompany or call from office
- Allow individual to choose what resources they connect with

Contact

- Contact the Title IX Coordinator
- Empathy
- Support



Supportive Measures

Types:

Academic

Housing

Job Related

No Contact Orders

Safety Planning

Health/Mental Health



Conflicted Mandatory Reporter



What you **can** say:

- I'm sorry this happened to you
- I appreciate your trust in me
- I am legally required to report anything you tell me
- Can I help you find someone who is a confidential supporter?



Retaliation & Immunity

- Retaliation is prohibited by federal, state, and university policy.
 - Protected when reporting or opposing sex- or gender-based harassment and discrimination or power-based violence, filing a formal complaint in good faith, or participating in a formal process
 - Retaliatory acts include, but are not limited to intimidation, threats, coercion, or discrimination
- Immunity
 - Person acting in good faith shall be immune from disciplinary action for violations of code of conduct reasonably related to the incident
 - Immunity shall not apply to an individual who perpetrates or assists in the perpetration of power-based violence



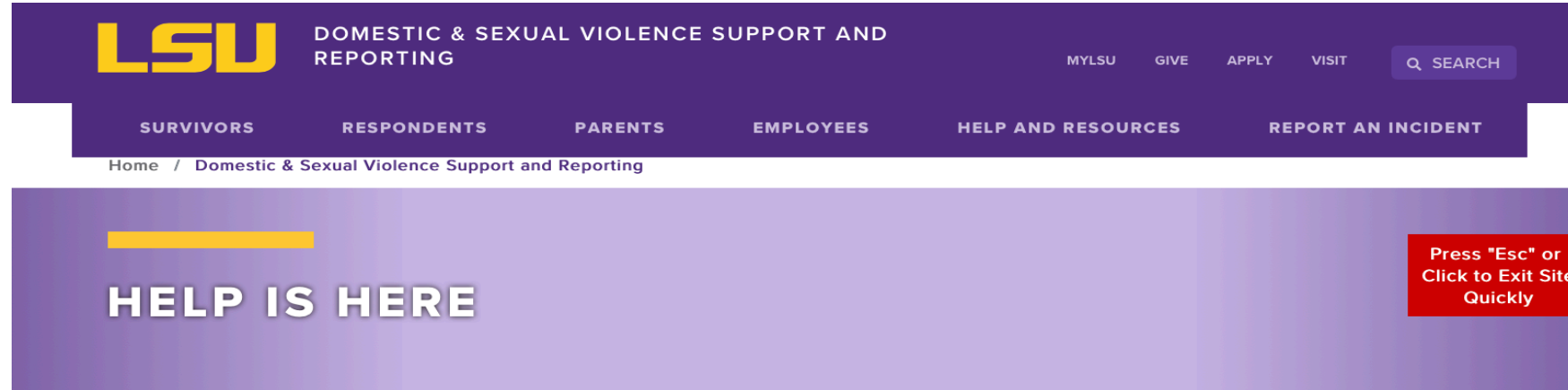
Failure to Report

A Responsible Employee who is determined by the Institution's disciplinary procedures to have knowingly failed to make a Report or, with the intent to harm or deceive, made a Report that is knowingly false **shall** be terminated (emphasis added).

University will use already existing disciplinary procedures to enforce a failure to report

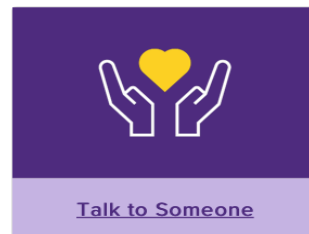
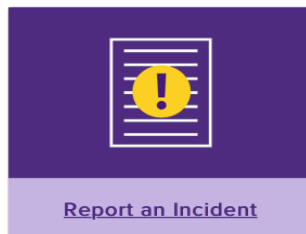
Help Is Here

www.lsu.edu/support



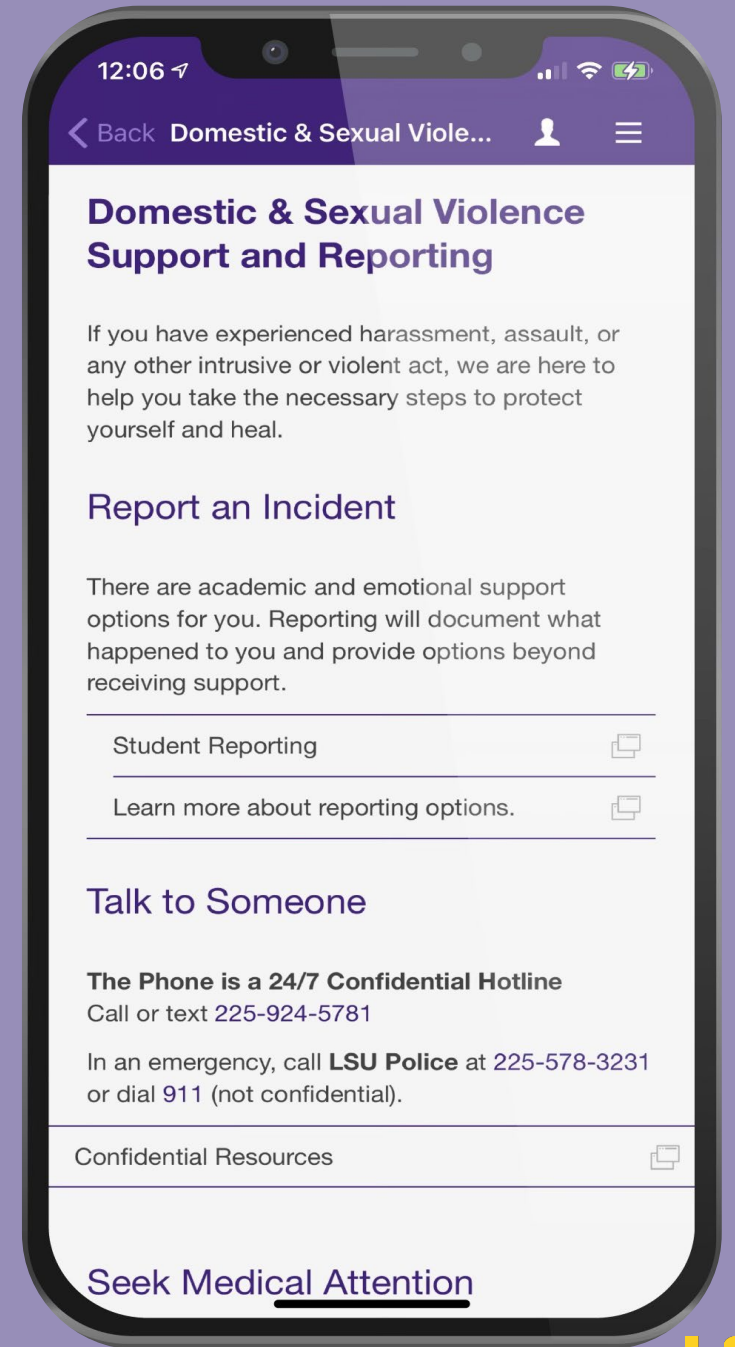
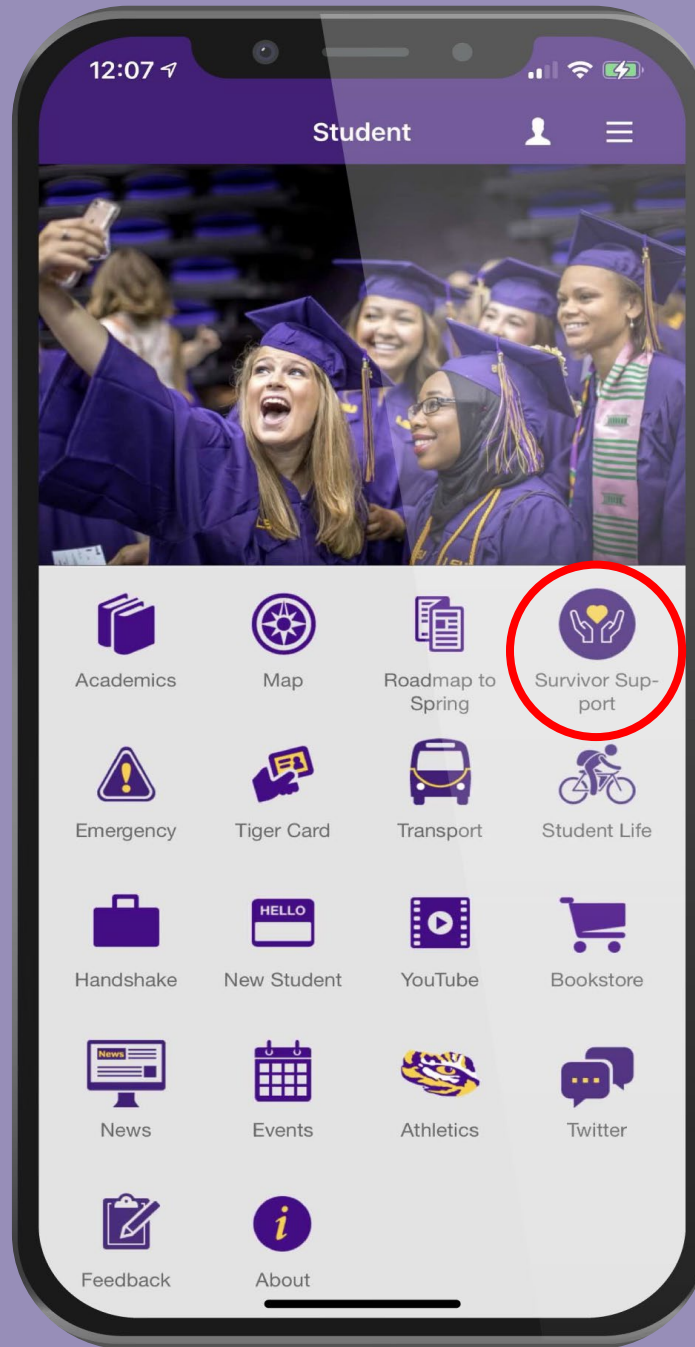
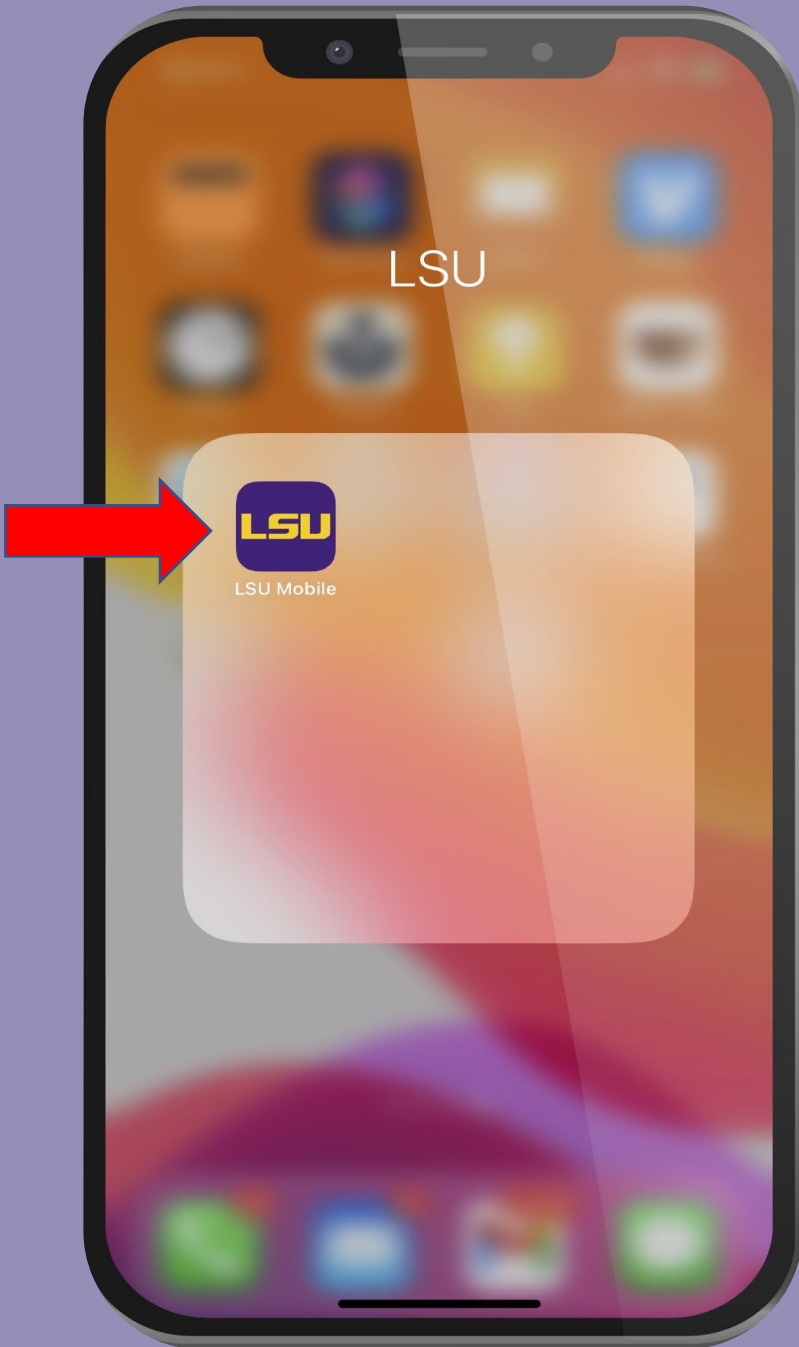
Experiencing an incident of sexual assault, discrimination, or violation is shocking, confusing, and disorienting. Afterwards, you may not know what to do or where to go.

The Office of Civil Rights & Title IX is here to help you and any member of the LSU community who has undergone such trauma or wants to help someone who has. Our goal is to ensure you receive appropriate support, receive due process, and are treated respectfully and fairly.



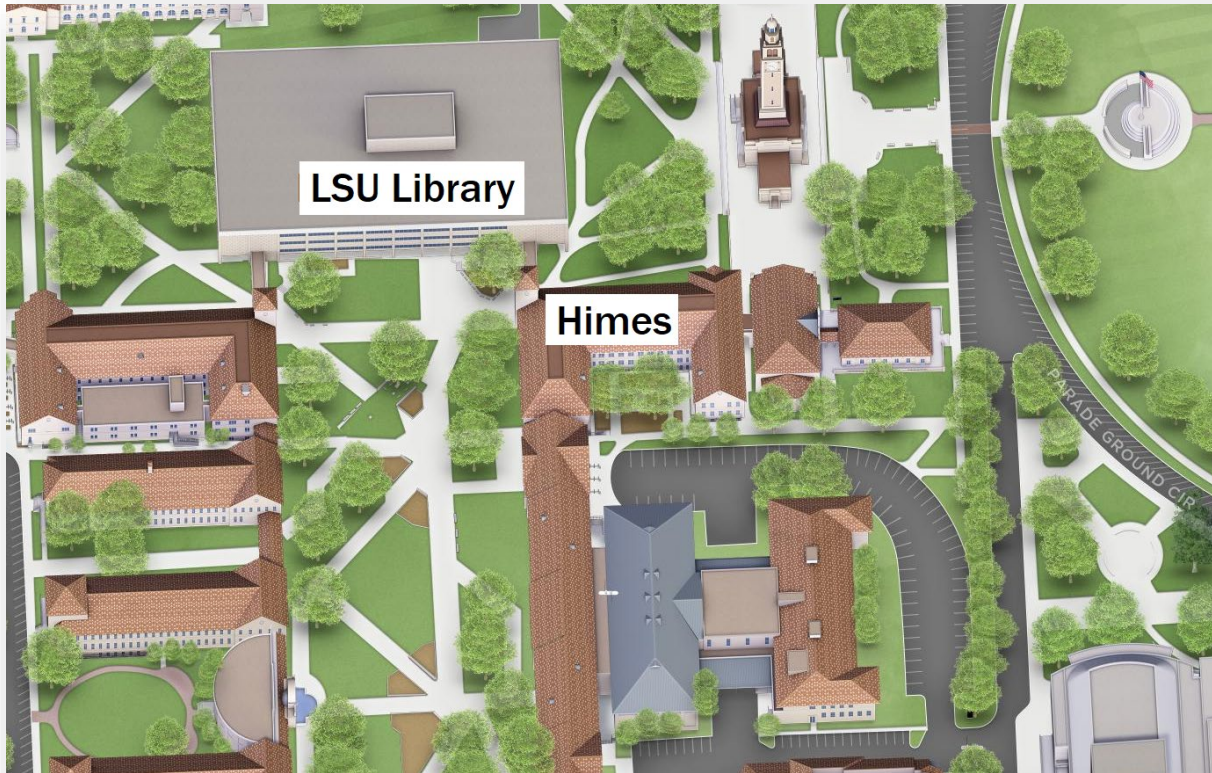
Help 24/7

The Phone
A crisis intervention service providing emotional support and referral services. Call or text **225-924-LSU1 (5781)**



Additional Reporting Methods

E-mail: titleix@lsu.edu | Phone: 225-578-9000 | Visit: 118 Himes Hall



LSU Campus Coordinators

- LSU AgCenter – Ashley Gautreaux - AGautreaux@agcenter.lsu.edu
- LSUA – Daniel Manuel - daniel.manuel@lsua.edu
- LSUS – Cindy Maggio - Cindy.Maggio@lsus.edu
- LSUE – Jacqueline Lachapelle - jlachape@lsue.edu
- LSUHSC NO – Leigh Smith-Vaniz - lsmi30@lsuhsc.edu
- LSUHSC S – Ed Jones - edward.jones@lsuhs.edu
- PBMR – Leigh Bonfanti - Leigh.Bonfanti@pbrc.edu
- LSU HCSD – Kathy Townsend - KTowns@lsuhsc.edu

What Happens Next?

- After you submit an Incident Report, you will receive a confirmation that the report has been submitted
- Title IX Office will follow up:
 - With victims or survivors to offer help and resolution options
 - With witnesses, if additional information or an interview is needed
- Note: If reporting something you know about but did **not witness**, you may not hear anything further after your report confirmation. This is out of respect for the survivor and their right to protect their personal information.
- Additional questions? Check out the [Mandatory Reporter Guide](#)

Incident Reports



**Survivor or witness can also complete incident report*

Support Resources

When someone experiences harassment, discrimination, assault, or any kind of violence it can have a harmful impact on them, their family, and their community. *Healing cannot happen in isolation.*

We want to make sure you have information on various campus and community resources that can be helpful should you need them. Information for these resources can be found anytime on the [Support Resources](#) page.

The Lighthouse Program

Offers free, confidential support and advocacy to LSU students such as:

- Coordinate evidence collection
- Obtain medical care and/or emotional support
- Arrange safe housing
- Secure academic supportive measures
- File a police report or a university judicial report



Services available at Student Health Center: Monday – Friday 8 a.m. – 5 p.m.
Make an appointment or for additional information: 225-578-5718

Student Health Center

- Medical care
 - Identify and treat visible physical injuries
 - Test for and treat STIs and pregnancy
 - Provide emergency contraception
 - Medical screening and treatment with or without evidence collection at any time
 - First 120 hours/5 days after an assault are critical
- Sexual Assault Nurse Examiner (SANE) exam
 - Sexual assault evidence collection
 - Available Mon – Fri, 8 a.m. – 5 p.m.
 - Also available at any local emergency department in Baton Rouge
- Mental Health Services with trained counselors



225-578-6271

Community Resources (Baton Rouge)

- STAR ([Sexual Trauma Awareness and Response](#))
 - Accompany survivors, provide support throughout the reporting, investigation, and court process. Provides free individual and group counseling as well as legal representation
- [LaFASA](#)
 - Offers education, professional training, technical assistance, and community engagement resulting in safer, healthier, stronger, and better-informed communities throughout Louisiana
- [THE PHONE](#)
 - A 24/7 service provided by the Baton Rouge Crisis Intervention Center
- [IRIS Domestic Violence Center](#)
 - Offers crisis intervention, shelter, counseling, and legal advocacy

2022 Proposed Regulations

- Change in definition of hostile environment sexual harassment
 - unwelcome sex-based conduct that is sufficiently severe or pervasive that, based on the totality of the circumstances and evaluated subjectively and objectively, it denies or limits a person's ability to participate in or benefit from the recipient's education program or activity.
- Would cover off campus behavior when respondent is representative or engaged in conduct under disciplinary authority
- Would cover behavior in program and activity outside US (study abroad)
- Eliminates “actual knowledge” requirement
- Could file a formal complaint after leaving the institution
- Title IX Coordinator must monitor for barriers to reporting

2022 Proposed Regulations

- Elimination of live hearing with cross examination requirement
 - Can use single investigator model
 - Can have live hearing with cross examination
 - Can have live hearing with Panel asking questions
 - But state law – Act 464
- Decision Maker must have opportunity to access credibility
- New definition for retaliation and peer retaliation
- Pregnancy Protections
 - Must make reasonable modifications for students
 - Reasonable break time and lactation spaces for students and employees
 - Allow student voluntary leave of absence for medical reasons and reinstatement upon return

What isn't changing

- Supportive measures to both parties
- Treat parties equitably
- Individuals in process must be free of bias
- Presumption that respondent is not responsible
- Reasonable prompt time frames
- Reasonable steps to protect privacy
- Notice of allegations
- Consolidation of allegations
- Same standard for proceedings (preponderance or clear & convincing)
- Completed proceedings and findings before sanctions
- Allowance of informal resolution process (not for student complaints against employee)
- Advisors in process



Summary & Questions

- You should now understand:
 - What Power-based Violence is
 - Your role in reporting
 - How to report
 - And resources that are available to the LSU community
- Feel free to visit the Title IX [Contact Us](#) page to reach out about questions and go to the [Title IX page](#) for additional information

LSU Title IX Contact

Joshua Jones, JD

- Email: joshuajones@lsu.edu
- Phone: 225-578-9000
- Location: 118 Himes Hall
- Visit www.lsu.edu/support for resources, reporting and more!





Board of Supervisors

MEETING MINUTES

BOARD OF SUPERVISORS MEETING | AUGUST 2, 2022

MINUTES
LSU BOARD OF SUPERVISORS MEETING
Board Room, University Administration Building
3810 West Lakeshore Drive, Baton Rouge, LA 70808
Thursday, June 16 – Friday, June 17, 2022 | Time: 2:00 p.m. & 9:00 a.m. CT

I. Call to Order and Roll Call

Mr. Rémy Voisin Starns, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 16, 2022.

Present

Mr. Rémy Voisin Starns, Chair
Ms. Valencia Sarpy Jones, Chair-elect
Ms. Laurie Lipsey Aronson
Mr. Glenn Armentor
Mr. Wayne Brown
Mr. Jay Blossman
Ms. Lizzie Shaw
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Jimmie Woods
Mr. Richard Zuschlag

Absent

Mr. Robert Dampf, Past Chair
Mr. Lee Mallett
Mr. Randy Morris
Mr. Patrick C. Morrow

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

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Nicholas St. Mary, LSU Student Government Vice President. The Pledge of Allegiance were delivered by Matthew Delatte, Student Government Chief of Staff.

III. Oath of Office

Ms. Lizzie Shaw was sworn in by Mr. Rémy Starns as the new student representative.

Mr. Richard Zuschlag, Mr. James Williams, Mr. Glenn Armentor, and Ms. Valencia Sarpy Jones were reconfirmed to the Board, and sworn-in by Mr. Rémy Starns.

IV. Public Comment

There were no individuals registered for public comment.

V. Committee Meetings

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

5.A. **Research & Agricultural Extension Committee**

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

5.A.1. Presentation by Dr. Schauer, Pennington Biomedical

Dr. Schauer was not able to be present for the meeting, therefore Dr. Kirwan presented the item.

Dr. Kirwan provided an overview of the bariatric institute and research initiatives.

No action needed on the item.

5.B. **Academic Committee**

Present for the Academic Committee were Mr. Armentor, Ms. Jones, Ms. Shaw and Mr. Williams.

5.B.1. Recommendation to Approve the LSU Campuses' Three-Year Academic Plans

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve each LSU campus' three-year academic plans from AY 2023-24 to AY 2025-26.

5.B.2. Request to Permanently Authorize Undergraduate Admissions Policies Related to Standardized Tests

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College removes the requirement of a standardized test score for general admissions to any campus of the University.

5.B.3. Consent Agenda

There were eleven items on the consent agenda.

For public notification, item K on the consent agenda related to the pediatric professorship will not be taken.

Upon motion by Mr. Williams, seconded by Ms. Shaw, the following items were approved without objection.

Request from LSU Alexandria to Change the Department of Education to the School of Education

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to change the Department of Education to the School of Education.

Request from LSU A&M to Name the Spaht Family Gate

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to name the Spaht Family Gate.

Request from LSU A&M to Name the Spaht Family Walkthrough Room

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to name the Spaht Family Walkthrough Room.

Request from LSU A&M to Name the Dr. James "Jim" Joseph Rumore, Sr. Classroom

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU A&M to name the Dr. James "Jim" Joseph Rumore, Sr. Classroom.

Request from LSU Health Sciences – New Orleans to Establish the Nicolas G. Bazan, MD Endowed Chair for Prostate Cancer Research

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

Nicolas G. Bazan, MD Endowed Chair in Prostate Cancer Research

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Nicolas G. Bazan, MD Endowed Chair for Prostate Cancer Research.

Request from LSU Health Sciences – New Orleans to Establish the Richard Palmer Dickey Chair in Human Embryonic Development

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

Richard Palmer Dickey Chair in Human Embryonic Development

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Richard Palmer Dickey Chair in Human Embryonic Development.

Request from LSU Health Sciences – New Orleans to Establish the Alan D. and Natasha Ann Lacoste Chair in Retinal Studies

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

Alan D. and Natasha Ann Lacoste Chair in Retinal Studies

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Alan D. and Natasha Ann Lacoste Chair in Retinal Studies

Request from LSU Health Sciences – New Orleans to Establish the Jeffery Modell Chair in Primary Immunodeficiency Diseases

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

Jeffery Modell Chair in Primary Immunodeficiency Diseases

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Jeffery Modell Chair in Primary Immunodeficiency Diseases.

Request from LSU Health Sciences – New Orleans to Establish the Nadell Pediatric Chair

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

Nadell Pediatric Chair

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Nadell Pediatric Chair.

Request from LSU Health Sciences – New Orleans to Establish the Richard A. Culbertson and Susan M. Leary Professorship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – New Orleans to establish the Richard A. Culbertson and Susan M. Leary Professorship.

BE IT FURTHER RESOLVED that the President is hereby authorized to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Richard A. Culbertson and Susan M. Leary Professorship.

Request from LSU Eunice to Establish the Leonard G. Fontenot Family Scholarship

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Eunice to establish the Leonard G. Fontenot Family Scholarship.

BE IT FURTHER RESOLVED that the President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Leonard G. Fontenot Family Scholarship.

5.C. Finance Committee

Present for the Finance Committee were Mr. Brown, Ms. Aronson, Mr. Blossman, Ms. Werner and Mr. Zuschlag.

5.C.1. Request to Approve the FY 2022 Supplemental Appropriation and FY 2023 Appropriations

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College (Board) that the Board authorizes the President of LSU William F. Tate IV, or his designee, to act on behalf of the Board in presenting the methodology and distribution of supplemental appropriations and related budget information for FY 2022 and appropriations and related budget information for FY 2023 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 2023 operating budgets of any budget entity of the University, as required, which approvals remain with the Board or President of LSU, each respectively, pursuant to the Bylaws and as provided by law.

5.C.2. Request from LSU Alexandria to Authorize New Institutional Scholarship

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College hereby authorizes the LSU President, or the President's designee, to offer each of the scholarships outlined above according to their respective criteria and designated amounts.

5.C.3. Presentation by LSU First Health

Report by Mr. Clay Jones outlining the 2021 statistics.

No action needed on this item.

5.D. Property & Facilities Committee

Present for the Property & Facilities Committee were Mr. Brown, Ms. Aronson and Mr. Zuschlag. Mr. Starns was added as an ad-hoc member for quorum purposes.

5.D.1. Request from LSU Alexandria to Authorize an Intent to Lease for Mixed-Use Development

Upon motion by Mr. Zuschlag, seconded by Ms. Aronson, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the LSU President, or the President's designee, to execute and approve an Intent to Lease Agreement with the LSU Real Estate & Facilities Foundation (REFF), or such subsidiary entity as may be created by REFF for this project for the LSU Alexandria Mixed Use Development Project, with the agreement to include such terms and conditions as the President, in consultation with the Office of General Counsel, deems to be in the best interests of LSU; and

BE IT FURTHER RESOLVED that, pursuant to the provisions of the Uniform Affiliation Agreement, the Board finds an Acceptable University Purpose for REFF or its subsidiary to enter into the Intent to Lease Agreement.

5.D.2. Request from LSU Alexandria to Approve a Lease of Space on the Fort Polk Military Base for Operation of a STARBASE Program

Upon motion by Mr. Zuschlag, seconded by Ms. Aronson, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to execute a lease, Memorandum of Agreement, or other documents necessary for LSUA to occupy a building and grounds at Fort Polk to operate the STARBASE program, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU and LSUA.

5.D.3. Request from Pennington Biomedical Research Center for Pennington Foundation to Accept Donation of a Condominium

Upon motion by Mr. Starns, seconded by Ms. Aronson, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the Pennington Biomedical Research Foundation or its subsidiary to accept the donation of a condominium located at 998 Stanford Avenue in Baton Rouge, Louisiana.

5.D.4. Request from LSU A&M for Authorization to Negotiate and Enter into a Property Lease with Phi Kappa Theta

Upon motion by Ms. Aronson, seconded by Mr. Zuschlag, the item was approved without objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or designee to: (1) consent to the sale and assignment of the current SAM house and the current lease from Sigma Alpha Mu at LSU Housing Corporation to Phi Kappa Theta at LSU Housing Corporation, (2) execute an Amended and Restated Lease with Phi Kappa Theta at LSU House Corporation, the housing corporation for Phi Kappa Theta, and (3) execute any other agreements, consents, approvals, or other documents needed to effectuate this transaction, with all leases, agreements, consents, approvals, and other documents to contain such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

5.D.5. Overview of Act 117 of the 2022 Regular Session and Approved Capital Outlay Projects

Presentation by Mr. Tony Lombardo detailing the capital outlay projects for each campus.

No action needed on this item.

5.E. Title IX & Access Compliance Committee

Present for the Title IX & Access Compliance Committee were Ms. Jones, Ms. Shaw, Ms. Aronson, Mr. Temple, Ms. Werner, Mr. Williams and Mr. Zuschlag.

5.E.1. Updates on Power-Based Violence and Title IX Data

Dr. Jane Cassidy reported on the data from the campuses.

No action needed on this item.

5.F. Athletics Committee

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

5.F.1. Request from LSU A&M to Approve Employment Agreement for One Assistant Women's Basketball Coach

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

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to negotiate and execute the employment agreement Bob Starkey as described in this item, in consultation with the Office of General Counsel.

5.F.2. Request to Amend the Regulations Related to Name, Image, and Likeness Sponsorship Policy

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

BE IT FURTHER RESOLVED, the President is authorized to make technical corrections to this resolution.

5.G. Risk Management Committee

Present for the Risk Management Committee were Mr. Armentor, Ms. Aronson, Mr. Brown, Ms. Shaw, Mr. Temple, Mr. Williams, Mr. Zuschlag and Mr. Starns.

Also present was Chief Internal Auditor Chad Brackin, General Counsel Winston DeCuir, Executive Vice President Kimberly Lewis, and LSU Foundation President Rob Stuart.

On June 16, 2022, the Risk Management Committee was called to order. Mr. Richard Zuschlag was appointed temporary chair, and Mr. Rémy Starns appointed himself to the committee for purposes of making quorum. Quorum was not reached. Mr. Brackin provided overview of the items.

VI. Reconvene Board Meeting

On Friday, June 17, 2022, the regular meeting was called to order. Roll call was conducted.

Present

Mr. Rémy Voisin Starns, Chair
Ms. Valencia Sarpy Jones, Chair-elect
Ms. Laurie Lipsey Aronson
Mr. Glenn Armentor
Mr. Jay Blossman
Mr. Wayne Brown
Mr. Lee Mallett
Mr. Randy Morris
Ms. Lizzie Shaw
Mr. Collis Temple Jr.
Ms. Mary Leach Werner
Mr. James Williams
Mr. Jimmie Woods
Mr. Richard Zuschlag

Absent

Mr. Robert Dampf, Past Chair
Mr. Patrick C. Morrow

VII. Personnel Actions Requiring Board Approval

Mr. Mallett called into question the salary increase for new executive director Dr. Monique Cain. Motion to approve the personnel actions by Ms. Jones, seconded by Mr. Williams. A roll call vote was conducted to approve the item. With a vote of 13 yeas and 1 nay, the actions were approved.

VIII. Approval of Minutes from the April 8, 2022 Meeting

Upon motion by Ms. Aronson, seconded by Mr. Armentor, the minutes were approved.

IX. Proposal to Amend Bylaws Related to Terms of Officers and Agenda

There was no recommendation presented by the ad-hoc committee, therefore there was no action on this item.

X. Reports to the Board

- A. LSU FY 2021-2022 Quarterly Investment Report for Quarter Ending March 31, 2022
- B. LSU FY 2020-2021 Metric Data
- C. LSU Quarterly Supplier Diversity Spend Report for Period Ending March 31, 2022
- D. Quarterly Informational Report
- E. Affiliated Entities Reimbursement Report
- F. Approval of 2022-23 BOS Meeting Dates

Upon motion by Mr. Williams, seconded by Ms. Werner, the reports were approved.

XI. Reports from Faculty Advisors and Staff Advisors

Dr. Mandi Lopez provided a report on behalf of the faculty advisors.

The staff report was presented by Tammy Millican.

XII. President's Report

President Tate provided an informative report.

XIII. Chancellor's Report

The chancellors provided updates about their campuses.

XIV. Approval of Committee Recommendations

Mr. Starns called for a motion to accept all committee recommendations as well as the FY2023 Audit Plan and FY22 Third Quarter Audit Summary from the Risk Management Committee, where quorum was not reached. Upon motion by Mr. Armentor, seconded by Mr. Zuschlag, the recommendations were approved without objection.

XV. Chair's Report

Chairman Starns presented a resolution honoring Dr. Jason Droddy.

WHEREAS, Dr. Jason James Droddy was selected by the LSU Board of Supervisors as its Executive Director in July 2017;

WHEREAS, since that time, he has tirelessly served the Board and LSU, responding to the call of duty on weekend, holidays, and at all hours of day and night, to ensure that the Board received all the detail, history, and context necessary to make informed decisions;

WHEREAS, in concurrent fashion, Dr. Droddy has also served the University by holding multiple positions during times of high need, including Chief of Staff, Associate Vice President of Government Relations, and Interim Vice President of Strategic Communications;

WHEREAS, using his multiple LSU degrees - a bachelor's in history, a master's in public administration, and a doctorate in higher education administration, he has served the members by providing a wealth of knowledge about the history, policy, organization, and evolution of higher education in general and LSU specifically;

WHEREAS, Dr. Droddy provided members with steadfast guidance, extensive support, and thorough understanding of Board governance, policies, and procedures;

WHEREAS, there has never been an issue, situation, or crisis that Dr. Droddy stepped away from service and duty to LSU;

WHEREAS, with more than 23 years of service to LSU, he has demonstrated exceptional loyalty and dedication to Louisiana State University and all eight of its campuses;

NOW, THEREFORE BE IT RESOLVED that the Board does extend its deepest thanks to Dr. Droddy, his wife, Annette, and two sons, Ryan and Jacob, and congratulate him on his new

position as LSU's Vice President for Public Policy while wishing him success in this new and crucial role.

XV. Adjournment

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

MINUTES
LSU BOARD OF SUPERVISORS
NOMINATING COMMITTEE MEETING
*Cook Room, Lod Cook Alumni Center
3838 West Lakeshore Drive, Baton Rouge, LA 70808
Monday, July 18, 2022 | 3:00 p.m. CT*

I. Call to Order and Roll Call

Mr. Rémy Voisin Starns, Chair, called to order the Nominating Committee of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on July 18, 2022.

Present

Mr. Rémy Voisin Starns, Chair
Ms. Valencia Sarpy Jones, Chair-elect
Ms. Mary Leach Werner
Mr. James Williams

Also participating in the meeting was Mr. Winston DeCuir, General Counsel for LSU.

II. Invocation and Pledge of Allegiance

The invocation was offered by Ms. Jones, and the Pledge of Allegiance were delivered by Mr. Starns.

III. Selection of a Chair of the Nominating Committee

Motion by Mr. Starns to nominate Mr. Williams as the Nominating Committee Chair. Motion seconded by Ms. Jones. Without objection, the motion passed.

IV. Consideration of Candidates for Chair-Elect

Mr. Williams questioned if any names were submitted for consideration of chair elect. Dr. Monique Cain reported Mr. Jay Blossman and Mr. Jimmie Woods were submitted for consideration.

Motion by Ms. Jones to enter executive session. Motion seconded by Mr. Starns. Without objection, the committee entered into executive session.

Motion by Ms. Jones to exit executive session and return to open session. Motion seconded by Mr. Starns. Without objection, the committee entered into open session.

Mr. Williams questioned if there were any nominations to be recommended for chair elect by the nominating committee. Ms. Werner recommended Mr. Jimmie Woods be considered for the position of chair elect. Motion by Mr. Starns to close the nominations. Motion seconded by Ms. Werner. Without objection, the floor was closed for nominations.

Motion to recommend Mr. Jimmie Woods as candidate for chair elect by Ms. Jones. Motion seconded by Ms. Werner. A roll call vote was conducted with 4 yeas and zero nays. Mr. Williams indicated he will report to the board that the nominating committee recommends Supervisor Woods for chair elect.

Motion by Mr. Starns to adjourn the meeting. motion seconded by Ms. Jones. With no further business before the committee, the meeting was adjourned.



Board of Supervisors

PERSONNEL ACTIONS REQUIRING BOARD APPROVAL

Personnel Actions Requiring Board Approval
per PM-69

August 2nd, 2022

Personnel Actions Requiring Board Approval per PM-69
August 2nd, 2022

LSU A&M
New Appointments

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>		<u>%Change</u>
			<u>Current</u>	<u>Proposed</u>	
Ernie Ballard	Interim Vice President - Office of Communications & University Relations	6/20/2022	\$105,146.90	\$155,146.90 ¹	47.5%
Matthew Lee	Interim Vice President – Agriculture & Dean of the College of Agriculture	08/01/2022	\$375,000	\$387,717	3.4%

Notes:

1. Ernie Ballard: Interim appointment as Vice President will begin June 20th, 2022. Base salary is \$105,146.90 with an Interim Allowance of \$50,000.
2. Matthew Lee: Interim appointment as Vice President will begin August 8th, 2022. Base salary is \$189,101 with an Interim Allowance of \$198,616.