

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 23rd of October, 2015 by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Joseph L. Alleva (herein "ALLEVA")

WITNESSETH

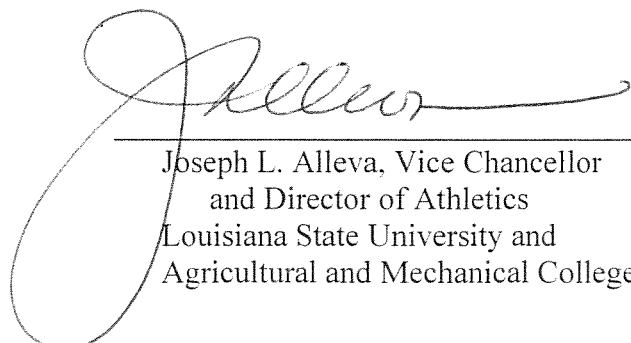
LSU and ALLEVA previously entered into an employment agreement dated April 28, 2008, which was previously amended three times, on April 15, 2011, on August 31, 2011 and on September 12, 2014 (collectively, as amended, the "Employment Agreement"). LSU and ALLEVA do hereby agree to amend Section 3 of the Employment Agreement to read as follows:

3. **Term.** The term of this AGREEMENT shall be for a definite term, commencing on July 1, 2008 and ending on June 30, 2020 unless terminated sooner in accordance with Section 9 of this AGREEMENT or extended by mutual written agreement of the parties.

No change is made to any other provision of the Employment Agreement

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

By: 
F. King Alexander, President
Louisiana State University


Joseph L. Alleva, Vice Chancellor
and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 12th of September, 2014 by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "**LSU**"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by F. King Alexander, its duly authorized President, and Joseph L. Alleva (herein "**ALLEVA**")

WITNESSETH

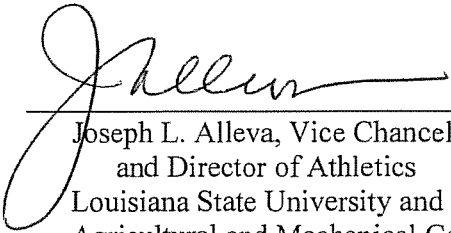
LSU and ALLEVA previously entered into an employment agreement dated April 28, 2008, which was previously amended twice, on April 15, 2011 and on August 31, 2011 (collectively, as amended, the "Employment Agreement"). LSU and ALLEVA do hereby agree to amend Section 3 of the Employment Agreement to read as follows:

3. **Term.** The term of this AGREEMENT shall be for a definite term, commencing on July 1, 2008 and ending on June 30, 2019 unless terminated sooner in accordance with Section 9 of this AGREEMENT or extended by mutual written agreement of the parties.

No change is made to any other provision of the Employment Agreement

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

By: 
F. King Alexander, President
Louisiana State University


Joseph L. Alleva, Vice Chancellor
and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 31st of August, 2011, by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and **Joseph L. Alleva** (herein "ALLEVA"):

WITNESSETH

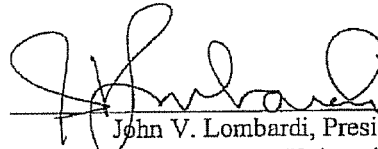
LSU and ALLEVA previously entered into an employment agreement dated April 28, 2008, which was previously amended once, on April 15, 2011 (collectively, as amended, the "Employment Agreement"). LSU and ALLEVA do hereby agree to amend Section 4 of the Employment Agreement to read as follows, effective as of September 1, 2011:

4. **Base Salary.** LSU agrees to pay ALLEVA an annual base salary of Five Hundred and Twenty-Five Thousand Dollars (\$525,000) ("Base Salary"), payable in twelve (12) equal monthly installments. After the completion of one year of service, and each year thereafter, there shall be an annual review which will consider, in addition to the compensation provided hereunder (Base Salary and Supplemental Compensation), whether performance incentives should be granted for NACDA (Learfield Sports) Directors' Cup Ranking and Academic Progress Rate performance based upon the following guidelines.
 - A. NACDA (Learfield Sports) Directors' Cup Rankings. Performance incentive one-time payments, which shall be determined after completion of one year of service and each year thereafter, and which are non-cumulative and not considered part of the Base Salary for any purpose, including benefits, will be granted on the following basis: Top 20, the amount of \$50,000.
 - B. Academic Progress Rate Incentives. Performance incentive one-time payments, which shall be determined after completion of one year of service and each year thereafter, and which are non-cumulative and not considered part of the Base Salary for any purpose, including benefits, will be granted on the following basis: \$50,000, in the event that all inter-collegiate athletic teams competing in NCAA play attain a multi-year Academic Progress Rate, as established by the NCAA, of 925 or greater. 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.

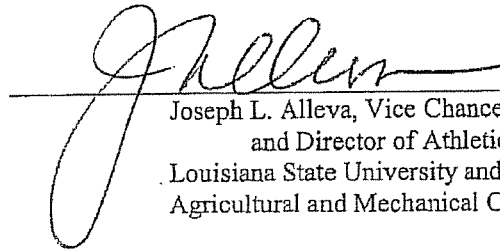
No change is made to any other provision of the Employment Agreement.

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

By:

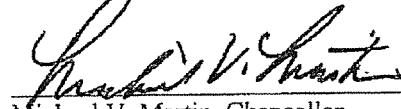


John V. Lombardi, President
Louisiana State University System



Joseph L. Alleva, Vice Chancellor
and Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:



Michael V. Martin, Chancellor
Louisiana State University and
Agricultural and Mechanical College

APPROVED BY THE BOARD

AUG 26 2011

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 18th of April, 2011, by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and Joe Alleva (herein "ALLEVA"):

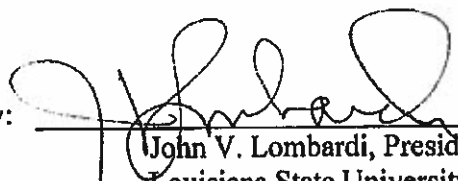
WITNESSETH

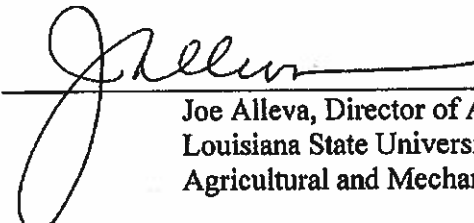
LSU and ALLEVA previously entered into an employment agreement dated April 28, 2008 ("Employment Agreement"). LSU and ALLEVA do hereby agree to amend Section 3 of that Employment Agreement to read as follows:

3. The term of this AGREEMENT shall be for a definite term, commencing July 1, 2008 and ending on June 30, 2016 unless terminated sooner in accordance with Section 9 of this Agreement or extended by mutual written agreement of the parties.

All other provisions of the previously entered Employment Agreement are continued without amendment and restated and incorporated herein as if copied in their entirety.

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

By: 
John V. Lombardi, President
Louisiana State University System


Joe Alleva, Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:


Michael Martin, Chancellor
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of this 28th day of April, 2008, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter "LSU"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and JOSEPH L. ALLEVA (hereinafter "ALLEVA"):

1. **Employment.** LSU does hereby employ ALLEVA as its Director of Athletics at Louisiana State University and Agricultural and Mechanical College, Baton Rouge, Louisiana (LSU A&M), on the terms and conditions set forth herein. ALLEVA will report directly to the Chancellor of LSU A&M (the Chancellor). ALLEVA will be responsible for the leadership, supervision, and promotion of all intercollegiate athletic programs at LSU A&M, providing leadership in building and maintaining a competitive, quality program which will reflect the values and high standards of LSU. ALLEVA hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder.
2. **Duties and Responsibilities.** As Director of Athletics, ALLEVA's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Chancellor:

- A. Administering, managing, and leading the Department of Athletics at LSU A&M (the Department) in such a manner as to reflect positively on LSU at all times;
- B. Administering, managing, and leading the Department in such a manner as to allow its athletic teams to effectively compete in National Collegiate Athletic Association (NCAA) play. On-field performance of any one athletic team shall not be determinative of compliance with this subsection;
- C. Hiring and managing the athletic staff necessary and appropriate to assist ALLEVA in meeting his responsibilities hereunder;
- D. Directing the intercollegiate athletic activities of LSU A&M, including management of staff, budget, and other resources;
- E. Being fully knowledgeable of, or within a reasonable period of time becoming fully knowledgeable of: (i) all applicable federal and state laws governing intercollegiate athletics and (ii) all governing constitutions, by-laws, rules, policies, interpretations, and regulations of the NCAA, the Southeastern Conference (SEC), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement, all hereinafter collectively referred to as “**Governing Athletics Regulations.**”
- F. Assuring and monitoring compliance with Governing Athletics Regulations by all student athletes, coaches, other department staff members, and other individuals under or subject to ALLEVA’s control, authority, or supervision, as well as himself;

- G. Promptly reporting any violation of Governing Athletics Regulations involving the LSU intercollegiate athletics program to the Chancellor;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Observing, respecting, and promoting the principles of institutional control in every aspect of the LSU A&M intercollegiate athletics program;
- J. Understanding, observing, and upholding LSU's academic standards, requirements, and policies, and promoting an environment in which admissions, financial aid, academic services for student athletes, and recruiting can be conducted consistently with LSU's mission;
- K. Cultivating and maintaining reasonable interaction with the Board of Supervisors, affiliated foundations, conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;
- L. Performing his duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department and LSU;
- M. Exercising due care and supervision to provide that all student athletes, coaches, other department staff members, and other individuals under or subject to ALLEVA's control, authority, or supervision act in accordance with the high moral, ethical, and academic standards of the Department and LSU;

N. Promoting LSU's goal that every student athlete obtain a baccalaureate degree, and fully 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;

O. Performing all other duties customarily performed by directors of athletics of commensurate rank serving other NCAA member institutions; and

P. Performing other duties reasonably assigned by the Chancellor.

3. Term. The term of this AGREEMENT shall be for a definite term, commencing July 1, 2008 and ending on June 30, 2013 unless terminated sooner in accordance with Section 9 of this Agreement or extended by mutual written agreement of the parties.

4. Base Salary. LSU agrees to pay ALLEVA an annual base salary of Three Hundred and Fifty Thousand Dollars (\$350,000) ("Base Salary"), payable in twelve (12) equal monthly installments. After the completion of one year of service, and each year thereafter, there shall be an annual review which will consider, in addition to the compensation provided hereunder (Base Salary and Supplemental Compensation), whether performance incentives should be granted for NACDA (Sears) Directors' Cup Ranking and Graduation Rate performance based upon the following guidelines.

A. NACDA (Sears) Directors' Cup Rankings. Performance incentive one-time payments, which shall be determined after completion of one year of service and each year thereafter, and which are non-cumulative and not considered part of the

Base Salary, will be granted on the following basis: Top 10, the amount of \$50,000; Top 5, the amount of \$100,000.

- B. Graduation Rate Incentives. Performance incentive one-time payments, which shall be determined after completion of one year of service and each year thereafter, and which are non-cumulative and not considered part of the Base Salary, will be granted on the following basis: Graduation rate of student-athletes equal to or greater than general student population, in the amount of \$25,000; Graduation rate of student athletes 5% greater than general student population, in the amount of \$50,000.

5. **Supplemental Compensation.** In addition to the Base Salary, ALLEVA shall be entitled to receive annual supplemental compensation of Two Hundred Thousand Dollars (\$200,000) as compensation for ALLEVA's efforts in enhancing the revenue of the Department and promoting, appearing on, or participating in, as requested, and making all reasonable efforts to make successful, LSU sanctioned television, radio and internet programs and other activities related to increasing revenues for LSU and the Department. Supplemental Compensation shall be payable in twelve (12) equal monthly installments. Supplemental Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation.

- A. The reasonable efforts required of ALLEVA under this section shall be the due diligence and personal time customarily exerted by athletics directors in the promotion and production of similar radio, television and internet programs and

other related activities at other leading institutions of higher education with major athletic programs.

- B. LSU shall own all rights to, and retain all revenue generated from, such programs and activities and shall be entitled, at its option, to produce and market the radio, television, and internet programs and other related activities, or to negotiate with third parties for the production and marketing of such programs and activities. ALLEVA shall not appear without the prior written approval of the Chancellor on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. ALLEVA shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Chancellor.

- 6. **Retirement and Fringe Benefits.** ALLEVA shall be entitled to participate in the retirement and fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts (including state retirement benefits) based only upon the Base Salary. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, ALLEVA will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

- A. A family membership in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation

funds, subject to approval of the foundation; (ii) business-related expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) ALLEVA shall be responsible for payment of all personal charges;

- B. Appropriate mobile communications device and service;
- C. Reimbursement of household moving expenses for him and his family in accordance with LSU policy and state law;
- D. Reimbursement for temporary housing payments not to exceed \$2,000 per month, for a period not to exceed the first 12 months of this Agreement;
- E. An annual automobile allowance in the amount of up to \$1,000 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s) and related insurance reimbursed from affiliated foundation funds; and
- F. Other reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Chancellor after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

7. **Additional Revenue.** Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.* and LSU's PM-11, ALLEVA may earn or receive other revenue ("Additional Revenue") while employed by LSU provided, however, that ALLEVA shall obtain prior written approval, which

approval shall not be unreasonably withheld, from the Chancellor before engaging in any commercial or private venture. ALLEVA shall report annually to the Chancellor on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of ALLEVA to verify this report. LSU does not guarantee any amount of Additional Revenue.

8. **Retirement Benefits.** Sums paid or authorized under Sections 4.A (NACDA Directors' Cup Ratings), 4.B (Graduation Rate Incentive), 5 (Supplemental Compensation), 6 (Fringe Benefits), and 7 (Additional Revenue) of this Agreement shall not be considered "base pay," "earned compensation," or "earnable compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purpose of computation of retirement benefits. Only the Base Salary shall be considered for the purpose of computation of retirement benefits.
9. **Termination.** This Agreement may be terminated by the parties as follows:
 - A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the Chancellor, at any time prior to its expiration, upon written notice to ALLEVA. In the event of termination for cause, ALLEVA's Base Salary, Supplemental Compensation, Fringe Benefits and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be thirty (30) days after notice of termination is

provided to ALLEVA, and LSU shall not thereafter be liable to ALLEVA for any sums or damages other than compensation earned prior to the date of termination.

Prior to termination, ALLEVA: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five (5) calendar days from receipt of such notice to make a written request for a hearing on a contemplated action. A hearing will be held by the Chancellor or his designee, and at that hearing ALLEVA shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The rules of evidence shall not be applicable, and any reliable evidence consistent with federal and state due process may be considered.

For purposes of this Section, cause for termination shall include, but is not limited to:

- (1) Committing a material violation of Governing Athletics Regulations (as described in Section 2.E above), or failing promptly to report such a violation to the Chancellor;
- (2) Commission of a material violation of Governing Athletics Regulations involving any aspect of the LSU intercollegiate athletic program by any other person if either: (i) the violation occurs or continues to occur after ALLEVA knew or should have known that it was about to occur or was occurring, or (ii) ALLEVA failed to establish and maintain reasonable policies and procedures (including a compliance program) for the Department and the intercollegiate athletics program

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

- (3) Committing or being convicted of: (i) any felony or (ii) a misdemeanor involving gambling, drugs, or alcohol;
- (4) Knowingly engaging in conduct which: (i) displays a continual, serious disrespect or disregard for the mission of LSU, (ii) brings ALLEVA or LSU into public disrepute, or negatively impacts the reputation of LSU, or (iii) constitutes moral turpitude or breaches the high moral and ethical standards applicable to the director of athletics as a visible representative of LSU;
- (5) Refusing or repeatedly failing to perform any duties reasonably related to ALLEVA's position (including, but not limited to, those duties and responsibilities set forth in Section 2 of this Agreement), or failing to perform the same to the best of ALLEVA's ability, after notice to ALLEVA of LSU's expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement;
- (7) Prolonged absence from LSU without its consent;
- (8) (i) Committing fraud in the performance of any duties and responsibilities hereunder, including, but not limited to, 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 (ii) counseling,

instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (9) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties hereunder 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 (ii) counseling, instructing, encouraging, or knowingly permitting any other person to fail to so respond;
- (10) (i) Participating 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 on athletic contests, or (ii) counseling, instructing, encouraging, or knowingly permitting any student athlete, coach, other department staff member, or other individual under or subject to ALLEVA's control, authority, or supervision to participate in such activity;
- (11) (i) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom ALLEVA knows or reasonably should know to be a gambler, better, or bookmaker, or an agent of any such person, or consorting or associating with such persons, or (ii) counseling, instructing, encouraging, or knowingly

permitting any student athlete, coach, other department staff member, or other individual under or subject to ALLEVA's control, authority, or supervision to furnish such information or data;

- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to impair ALLEVA's ability to perform his duties hereunder;
- (13) Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by ALLEVA is prohibited by law or Governing Athletics Rules. The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- (14) Knowingly permitting, encouraging, or condoning the sale, purchase, use, or possession by any student athlete, coach, other department staff member, or other individual under or subject to ALLEVA'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;
- (15) (i) Failing to fully cooperate in the investigation and enforcement of Governing Athletics Regulations, or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to ALLEVA by the NCAA or SEC, the making or rendition of a finding or determination by

NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by ALLEVA of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of ALLEVA which were knowingly permitted, encouraged, or condoned by ALLEVA, or about which violations ALLEVA knew or reasonably should have known and acted reasonably to prevent, limit, or mitigate. (It is recognized that this sub-section includes findings or determinations of violations during employment of ALLEVA at any other institution of higher education); or

- (17) Failing to report promptly to the Chancellor any violations of Governing Athletics Regulations involving the LSU A&M intercollegiate athletic program of which ALLEVA has or reasonably should have knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon thirty (30) days notice to ALLEVA. In such event, LSU will pay ALLEVA liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by LSU without cause, ALLEVA's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be thirty (30) days after notice of termination is provided, and LSU shall not thereafter be liable to ALLEVA 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.

- (2) Liquidated damages under this Section 9.B will be one hundred percent (100%) of Base Salary scheduled to be received during the then-remaining term of this Agreement, including any extended term. In calculating the amount of liquidated damages under this Section 9.B, the Base Salary on the termination date will be considered to remain in effect for the remaining term of this Agreement, including any extended term.
- (3) Liquidated damages under this Section 9.B will be paid in the following manner: (i) 35% will be paid within thirty (30) days of the termination date, and (ii) the balance will be paid in equal monthly installments over a period of time equal to twice the number of months remaining in the term of the Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 9.B shall be reduced and extinguished by and to the extent of any compensation ALLEVA earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 9.B to ALLEVA terminates or ceases to exist. ALLEVA shall exercise due diligence and good faith in seeking other employment. In the event ALLEVA obtains such other employment, ALLEVA will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by ALLEVA and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to its expiration by

lapse of term would cause ALLEVA to lose his 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.

C. Termination by ALLEVA Without Cause.

- (1) ALLEVA shall have the right to terminate this Agreement without cause upon thirty (30) days notice to LSU. In such event, ALLEVA will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by ALLEVA without cause, ALLEVA's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be thirty (30) days after notice of termination is provided, and LSU shall not thereafter be liable to ALLEVA for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 9.C will be one hundred percent (100%) of Base Salary scheduled to be received during the then-remaining term of this Agreement, including any extended term; provided however, that in the event that (i) there are less than two years remaining on the term (including any extended term), (ii) ALLEVA demonstrates that he is seeking employment unrelated to athletics, or (iii) ALLEVA demonstrates that termination is for personal health reasons, then the amount of liquidated damages shall be equal to one monthly installment of Base Salary. In calculating the amount of liquidated damages under this Section 9.C, the Base Salary on the termination date will be considered to

remain in effect for the remaining term of this Agreement, including any extended term. LSU agrees to accept such payment from a third party on behalf of ALLEVA.

- (3) Liquidated damages under this Section 9.C shall be paid on the same schedule as provided in section 9.B(3), above. In addition, ALLEVA shall have the option to pay such amount in one payment within thirty days of termination, said amount discounted to the then present value using the then current discount rate of the largest national banking institution.
- (4) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that termination of this Agreement by ALLEVA prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement Director of Athletics, in addition to potentially increased compensation costs and loss of ticket revenues, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 9 has been given by either party, neither ALLEVA nor his agent shall, under any circumstances, discuss or negotiate directly or indirectly his prospective employment 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 Chancellor.

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

by reason of illness 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 one hundred twenty (120) 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.

- E. **Waiver of Claims.** The financial consequences of termination of this Agreement 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, neither ALLEVA 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, camp or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation or other non-compensatory and compensatory damages and attorneys fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or ALLEVA of information or documents required by law. ALLEVA acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, ALLEVA shall have no right to occupy the position of Director of Athletics and that his sole remedies are provided herein and shall not extend to injunctive relief.

ALLEVA further acknowledges that he is not eligible for and agrees that he will not be considered for or granted tenure by LSU.

F. **Key Man Insurance.** LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of ALLEVA. ALLEVA shall fully cooperate in the underwriting and issuance of any such insurance.

10. **Retention 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 ALLEVA by LSU or developed by ALLEVA on behalf of or at the expense of LSU or otherwise in connection with the employment of ALLEVA are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, ALLEVA shall cause any such materials in his possession or control to be delivered to LSU. At the same time, ALLEVA shall return to LSU all credit cards, keys, computers, mobile communication devices, and other items issued to ALLEVA by LSU.
11. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of ALLEVA by LSU and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. There are no oral or other agreements, understandings, promises, or representations between the parties affecting this Agreement. Both parties have relied solely on their own respective judgments in entering into this agreement, with full

opportunity to seek advice of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the agreement.

12. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by ALLEVA, such approval and acceptance to be acknowledged in writing.
13. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
14. **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.
15. **Sovereign Immunity Not Waived.** 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.
16. **"Force Majeure" Clause.** Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war,

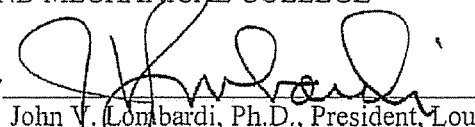
hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

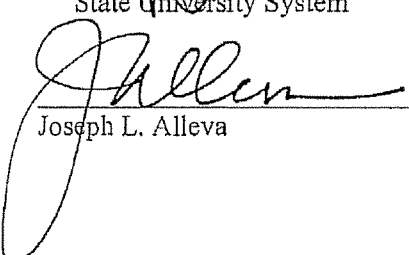
17. **Governing Laws.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Employment on the day, month and year first above written.

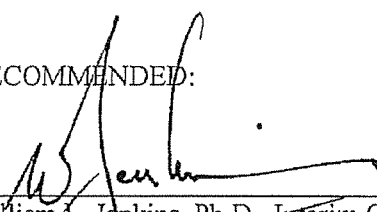
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By


John V. Lombardi, Ph.D., President, Louisiana
State University System


Joseph L. Alleva

RECOMMENDED:


William L. Jenkins, Ph.D., Interim Chancellor
Louisiana State University and
Agricultural and Mechanical College