

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the 10th day of February, 2023, by and between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU" or "University"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William F. Tate IV, its duly authorized President, and Lori Williams ("Employee") for the services of Employee:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. "Athletics Director": The Director of Athletics at LSU.
 - B. "Base Salary": The annual sum of \$290,000.
 - C. "End Date": December 5, 2024.
 - D. "Position": Deputy Athletics Director for Leadership and Strategy.
 - E. "President": The President of LSU.
 - F. "Start Date": December 5, 2022.
2. **Term.** The term ("Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date unless terminated sooner in accordance with Section 9 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Athletics Director. It is the goal of the parties that Employee will serve in the Position for the entirety of the Term. 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. Assist with the development and implementation of plans, policies, procedures and programs that are in compliance with the rules and regulations of LSU, the Southeastern Conference ("SEC") or any successor organization, and the National Collegiate Athletic Association ("NCAA") or any successor organization, as well as all applicable local, state and federal laws which promote the mission of the Athletics Department ("Department"), LSU's high standard of academic excellence, and the general welfare of student-athletes;
 - B. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;

- C. Assist with management and oversight of the assigned men's and women's intercollegiate sports through each coach, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts, subject to President and/or Board approval) and evaluation (including approving salaries, subject to President and/or Board approval) of all assigned coaches;
- D. Promote and ensure inclusive excellence throughout the Department;
- E. Assist with management and oversight of all direct and indirect reports, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members;
- F. Establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- G. Consult with the Human Resource Management and the Office of Civil Rights and Title IX, regarding employee relations or similar personnel issues, and shall assist, as necessary in resolving all matters where a policy violation has or may have occurred;
- H. Work with others as directed by the Athletics Director to develop and implement a comprehensive ongoing program of comprehensive education for the Department;
- I. Cooperate fully and completely, and will use best efforts to ensure that Department staff members cooperate fully and completely, with any investigation of any alleged violation of any of the covenants enumerated herein, conducted by LSU, the SEC, or the NCAA;
- J. Take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member in any investigation;
- K. Consult with the LSU Office of General Counsel (and other LSU-engaged counsel, as directed by the LSU Office of General Counsel), regarding NCAA or similar rule compliance issues, and shall assist, as necessary in investigating all cases where a violation has or may have occurred;
- L. Participate in, among others, speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletics Director as appropriate;
- M. Represent the Department at all times including without limitation within the NCAA, SEC, LSU, community, and all other meetings and conventions consistent with the Position;
- N. Cultivate and advance a diverse, equitable, and inclusive learning and working environment to provide an unsurpassed student and employee experience;

- O. 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;
- P. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX and sexual misconduct, including but not limited to LSU Permanent Memorandum 73 ("PM-73"), and, as a mandatory reporter under PM-73, understanding and complying with the obligation to report incidents of sexual misconduct (including sexual harassment and sexual violence) and other inappropriate sexual conduct of which Employee has knowledge or receives notice to LSU's Title IX Coordinator and other appropriate designee as required by PM-73; and
- Q. Perform other duties reasonably assigned by the Athletics Director.

5. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU's regular monthly payroll date.

6. **Incentive Compensation.** Employee shall be entitled to Post-Season Incentive Compensation for every year the LSU women's basketball team participates in post-season game(s). If payable, Post-Season Incentive Compensation shall be in the amount of \$10,000, shall be paid within 60 days of achieving the applicable goal, and may be payable from affiliated foundation funds. 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 maintain employment for any post-season game for any reason, Employee shall not be entitled to Post-Season Incentive Compensation.

7. **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. 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 \$800 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.

8. **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 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.

9. 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. If, as determined by LSU and without the need for any adjudication by any other entity, Employee commits any material and substantial violation (or repeated lesser violations) of Governing Athletics Regulations, fails promptly to report any such violation by another person to the Director of Compliance, or commits a material and substantial violation of any LSU policies, rules, or procedures;
 - b. If, as determined by LSU and without the need for any adjudication by any other entity, there is any material and substantial violation of Governing Athletics Regulations, involving any aspect of the

Department 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 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, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Department; 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 of which Employee has actual knowledge;
- h. 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;
- 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 without limitation transcripts, eligibility forms, and compliance reports; or knowingly permitting any other person under Employee's supervision to commit such fraud;
- j. Being charged with or convicted of (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- k. 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;
- l. 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;
- m. 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;

- n. 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, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider and used in accordance therewith;
 - o. 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
 - p. 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 calendar days of written notice thereof from University.
 - q.
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. If confirmed, termination of employment shall be effective on the date of termination previously identified.
 - 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. As required by NCAA Bylaw 11.2.1, Employee is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, Employee is also subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures if Employee is found by the NCAA or LSU to be in violation of NCAA Bylaws. Employee agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA. Employee further understands that Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, pursuant to this Agreement and NCAA Bylaw 11.2.1, and that such obligation continues in effect during and beyond the termination of this Agreement for any violations alleged to have occurred during Employee's employment by LSU.

B. Termination by LSU without Cause.

- 1. LSU shall have the right to terminate this Agreement without cause upon written notice to Employee. In such event, LSU will pay Employee liquidated damages in the amount of the remaining Base Salary which would have been payable to Employee through the remaining Term of the Agreement with partial years and months pro-rated.
- 2. In the event of termination by LSU without cause, Employee's Base Salary, Supplemental Compensation (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee

for any sums or damages other than the liquidated damages provided for herein and any compensation (including Post-Season 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. The parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause Employee to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages that may be suffered by Employee in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU.
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 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 (including Post-Season Incentive 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.

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 7 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 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, 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.

10. **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.
11. **Leave and Overtime.**
 - A. **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.
 - B. **Annual and Sick Leave.** Employee will accrue and use annual and sick leave in accordance with LSU policy.
 - C. **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.
12. **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.
13. **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

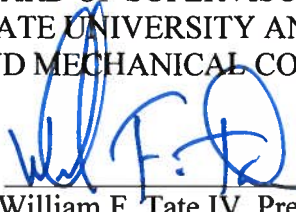
of competent counsel. It shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **"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.
20. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

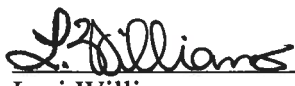
THE PARTIES hereto, acknowledging that this Agreement is subject to approval of the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By:

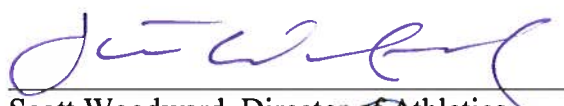

William F. Tate IV, President

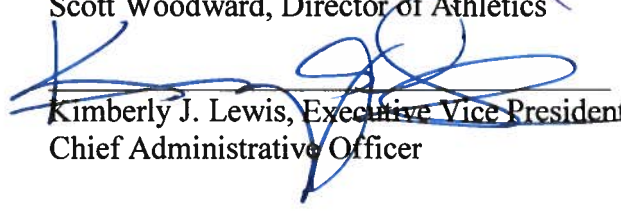
2/16/23
Date


Lori Williams

1/25/23
Date

RECOMMENDED:


Scott Woodward, Director of Athletics


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