

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 5th day of December, 2024, 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 Verge Ausberry (“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. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - C. “End Date”: December 31, 2030.
 - D. “President”: The President of LSU.
 - E. “Start Date”: January 1, 2025.
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 or 12 of this Agreement. On the Start Date, this Agreement shall replace and supersede the Employment Agreement dated May 6, 2019.
3. **Employment.** LSU hereby employs Employee as its Executive Deputy Athletics Director and Executive Director of External Relations. Employee will report directly to the Athletics Director in the capacity of Executive Deputy Athletics Director. Employee will report directly to the Executive Vice President of Finance and Administration in the capacity of Executive Director of External Relations. 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 Athletics Director and Executive Vice President of Finance and Administration:
 - A. Assist with the development and implementation of plans, policies, procedures and programs that comply with the rules and regulations of LSU, the Southeastern Conference (“SEC”) and the National Collegiate Athletics Association (“NCAA”), 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. Consult with the Athletics Director and others, as appropriate, to encourage and monitor the academic progress of student-athletes toward graduation, and ensure

that all Department staff members actively support the Department's commitment to academic achievement for each student-athlete;

- C. Assist with management and oversight of the Department's men's and women's intercollegiate sports through each coach and senior athletic staff, including coordinating and 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 coaches. Employee shall promote athletic excellence on local, conference and national levels for all intercollegiate athletic programs;
- D. Assist with management and oversight of all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries) of all Department staff members. Employee shall help to establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- E. Consult with and submit reports, recommendations and supporting documents to the Athletics Director, Executive Vice President and/or any other person(s) as necessary, to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of LSU's athletic programs or for other purposes as requested;
- F. Know, recognize and comply with all applicable local, state and federal laws, as well as all applicable policies, rules and regulations of LSU, the SEC and the NCAA, taking appropriate steps to promote and ensure that all Department staff know, recognize and comply with all such laws, policies, rules and regulations. Employee shall work with others as directed by the Athletics Director and/or the Executive Vice President to develop and implement a comprehensive ongoing program of compliance education for all coaches, student-athletes and boosters;
- G. 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 NCAA, SEC, LSU, and any other conference rules or policies which may be subsequently implemented (hereinafter collectively referred to as "Governing Athletics Regulations");
- H. Represent the Department at all times including without limitation within the NCAA, SEC, LSU, community, and all other meetings and conventions consistent with his status as Executive Deputy Athletics Director and Executive Director of External Relations, or service on committees as appropriate as the request of the Athletics Director or the Executive Vice President;
- I. Promoting an atmosphere of compliance within the Department;
- J. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;

- K. Cooperate fully, truthfully and without undue delay in any investigation, infractions process or adjudication of any matter under Governing Athletics Regulations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- L. Perform all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department and LSU;
- M. 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;
- N. Take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member;
- O. Consult with the LSU Office of General Counsel (and other LSU-engaged counsel, as directed by the Office of General Counsel), regarding NCAA or similar rule compliance issues, and shall assist, in investigating all cases where a violation has or may have occurred;
- P. Assist with oversight of the Department's fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and responsibility for the Department finances and facilities to ensure sound business practices;
- Q. Assist with the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of LSU's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with SEC and national standards;
- R. Assist with the development and implementation of programs to increase revenue sources for the Department, including effective plans for marketing and promotions, as well as fundraising strategies to promote donor support of the athletic program, including negotiations and presentations to promote the Department and LSU to sponsors, donors, and boosters;
- S. Participation in speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletics Director and/or the Executive Vice President as appropriate;
- T. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- U. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;

- V. 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;
 - W. 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;
 - X. Maintaining a presence on campus and in the Program, except for absences approved by the Department;
 - Y. Perform all other duties customarily performed by employees of commensurate rank serving other NCAA member institutions; and
 - Z. Perform other duties reasonably assigned by the Athletics Director and/or the Executive Vice President.
5. **Base Salary.** LSU agrees to pay Employee the Base Salary annually, in 12 equal monthly installments, on LSU’s regular monthly payroll date. For the purpose of this Agreement, “Base Salary” shall be defined as the sum of the base salaries for both the Executive Deputy Athletics Director and Executive Director of External Relations positions. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.
- A. **Executive Deputy Athletics Director.** Consistent with the appointment as Executive Deputy Athletics Director, Employee will receive the annualized sum for the following periods:

Start Date through December 31, 2026:	\$286,000
January 1, 2027 through December 31, 2028:	\$308,000
January 1, 2029 through December 31, 2030:	\$315,000
 - B. **Executive Director of External Relations.** Consistent with the appointment as Executive Director of External Relations, Employee will receive the annualized sum of \$260,000.
6. **Media Participation and License to NIL.**
- A. **License.** As further consideration for payment of Base Salary, Employee grants to the University and Department, a perpetual, non-exclusive and non-transferrable license of the names, nicknames, initials, autograph, likeness, images, pictures, video, depictions, resemblance, quotes, phrases, interviews, coaching records, philosophies and methods attributable to Employee obtained during the Term, and all derivatives thereof, for any current or future uses for promoting the University, Department or the Program. This license shall include 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 Department.

- B. **Ownership of Programming.** 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. "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.

7. **Incentive Compensation.** Employee shall be entitled to post-season incentive compensation as follows. 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. Post-Season Incentive Compensation shall be paid within 60 days of achieving the applicable goal and may be payable, in whole or in part, from affiliated foundation funds.

- A. **Football Post-Season Incentive Compensation.** For each Contract Year that the LSU men's football team participates in post-season game(s), LSU will pay Employee post-season incentive compensation as follows. The maximum amount of Post-Season Incentive Compensation under this Section shall be \$90,000 per Contract Year.

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| 1. | SEC Championship Game Participant | \$10,000 | OR |
| 2. | SEC Champion | \$15,000 | |

AND ONE OF THE FOLLOWING:

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| 1. | Non College Football Playoff (CFP) Bowl Participant | \$10,000 | OR |
| 2. | CFP Participant (Top 12) | \$25,000 | OR |
| 3. | CFP Quarterfinal Game Participant | \$25,000 | OR |
| 4. | CFP Semifinal Game Participant | \$35,000 | OR |
| 5. | CFP National Championship Game Participant | \$50,000 | OR |
| 6. | CFP National Champion | \$75,000 | |

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

B. **Basketball Post-Season Incentive Compensation.** For each Contract Year that the LSU men's basketball team or women's basketball team participates in post-season game(s), LSU will pay Employee post-season incentive compensation in the amount of \$15,000. The maximum amount of Post-Season Incentive Compensation under this Section shall be \$15,000 per Contract Year.

C. **Academic Incentive Compensation.** For each year that all LSU intercollegiate athletic teams competing in NCAA play attain a multi-year Academic Progress Rate ("APR"), as established by the NCAA, of 940 or greater, LSU will pay Employee a performance incentive the amount of four percent of Employee's the Base Salary for that Contract Year. To be eligible for such compensation, Employee must be employed by LSU as of the date on which the incentives are earned (but is not required to be employed on the payment date).

D. **Learfield Sports Directors' Cup Incentive Compensation.** For each year that LSU achieves a top 30 final ranking in the NACDA (Learfield Sports) Director's Cup Rankings while this Agreement is in effect, Employee shall be entitled to incentive compensation as follows:

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| 1. | Rank 25-30 | Four percent of Base Salary for that Contract Year |
| 2. | Rank 11-24 | Six percent of Base Salary for that Contract Year |
| 3. | Rank 1-10 | Eight percent of Base Salary for that Contract Year |

8. **Fringe Benefits and Leave.** Unless otherwise specified herein, Employee is entitled to participate in the fringe benefit programs available to all unclassified professional LSU employees, with contributions and benefit amounts as defined by law. Employee shall also be entitled to the following benefits:

A. **Apparel.** As part of any third-party apparel and/or equipment-related contract with LSU, Employee acknowledges and agrees that the Department 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.

B. **Car Allowance.** Employee shall receive an automobile entitlement of (1) an annual automobile allowance in an amount not to exceed \$800 per month, or (2) to the

extent consistent with state ethics law, use of courtesy vehicle provided by a dealership and related automobile insurance.

- C. **Membership.** Employee shall be entitled to a complimentary family 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.
- D. **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.
- E. **Retirement Plan.** Employee is entitled to participate in the retirement 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 other sums paid 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.
- F. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.
- G. **Miscellaneous.** Employee may receive other reasonable and related benefits to be provided by affiliated foundation funds, as authorized by the President after a review by the Office of General Counsel, and a determination that such benefits comply with LSU policy and the Code of Governmental Ethics.

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. As required by NCAA Bylaws 11.2.2, 11.3.2.1, and 11.3.2.1.1, Employee shall report annually to the President and the

Athletics Director, in writing, all athletically-related income or benefits received by Employee from sources outside LSU, and shall provide LSU reasonable access to all records necessary 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 will not be unreasonably withheld.

10. **Termination and Suspension.**

- A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU 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 reasonably 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 reasonably 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 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 Department to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
 - c. Employee's neglect or inattention to the Employee's duties delineated herein, or Employee's refusal, unwillingness or inability to perform such duties in good faith after written notice of deficiency;

- d. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Department 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;
- e. Unreasonable refusal or repeated failure to perform any duties imposed upon Employee herein (including but not limited to those duties specified in this Agreement), or failing to perform the same to the best of Employee's reasonable ability;
- f. Failing to cooperate in the investigation, infractions process, adjudication or 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;
- g. 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 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 Employee's prior employment at another institution);
- h. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations of which Employee has knowledge;
- i. 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, 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;

- j. 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
- k. Prolonged absence from LSU without permission, which will not be unreasonably withheld;
- l. 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;
- m. 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;
- n. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- o. 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, an online or in-person sportsbook, 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;
- p. 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;

- q. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree and for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
- r. 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, excepting the use or possession of substances or drugs lawfully prescribed by a health care provider, and used in accordance therewith;
- s. 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; or
- t. Violating any material term 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 with a designated effective date 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 shall be final.
- 3. Should the Employee be reinstated following a request for review, Employee shall be paid any lost compensation and benefits, retroactive to the date such compensation and benefits ceased.
- 4. In the event of termination for cause, all of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to Employee for any sums or damages other than compensation earned through the last day of such month, as well as Post-Season 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.
- 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.

2. In the event of termination by LSU without cause, all of Employee's 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 as well as Post-Season Incentive Compensation that has been earned but not paid. The termination date shall be the date designated 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 90 percent of the Base Salary which would have been payable to Employee through the remaining Term of the Agreement.
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. LSU's obligation to pay liquidated damages under this Section shall terminate upon the death of Employee.
5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain similar athletics-related employment in another position with compensation at fair 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. 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 not easy to determine with certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon 30 days written notice to LSU.
2. In the event of termination by Employee without cause, all of Employee's 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 amounts 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 or inadvertently paid by LSU under the premise that Employee would fulfill the Term of this Agreement.
3. 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 for the Program, in addition to potentially increased compensation costs and loss of goodwill or sales, which damages are impossible to determine with any certainty. Accordingly, the parties have bargained for this liquidated damages provision. The parties further agree that the liquidated damages herein are not in any way a penalty.

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 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 damages, including consequential damages by reason of any alleged economic loss, including but not limited to loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of benefits, loss of fees from speaking, camps or other outside activity, damages allegedly sustained because of alleged humiliation or defamation, or any 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 which are public or as otherwise 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. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION LIMITING LIABILITY AND EXCLUDING CONSEQUENTIAL DAMAGES AND OTHER REMEDIES IS AN ESSENTIAL AND MATERIAL INDUCEMENT FOR THE UNIVERSITY TO ENTER INTO THIS AGREEMENT. ACCORDINGLY, SUCH PROVISIONS SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE HEREUNDER.

- G. **Interference with Athletics.** During any period where Employee receives post-termination liquidated damages, compensation or benefits, Employee agrees that Employee will not interfere with LSU student-athletes or otherwise obstruct the ability of LSU or the Department to transact business. If Employee violates this provision, LSU shall be entitled to discontinue any post-termination liquidated damages, compensation or benefits and may seek to recover any payments that have been disbursed.
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. **University Property.** All property that is provided to, or developed or acquired by, Employee as part of or in conjunction with Employee's employment by LSU, regardless of the format or manner in which the property may be retained or stored, shall remain the sole property of LSU. This shall include, without limitation, all documents, files, personnel records, recruiting records, team information, athletic equipment, films, statistics, keys, credit cards, computers, software programs, and electronic devices that Employee may have access to or come into possession of during employment. Excluded from this provision are Employee's personal notes, personal playbooks, memorabilia, diaries and other personal records, which the Employee may retain. Employee is required to return to LSU all LSU property in Employee's possession within seven calendar days of termination or separation of employment. Employee shall also return any courtesy vehicle provided under this Agreement within seven calendar days of termination or separation of employment. Employee agrees that LSU may withhold any liquidated damage payments or other compensation due Employee pending return of property under this Section.
13. **Duty of Loyalty.** 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.

14. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the SEC or the NCAA. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.
15. **Non-Assignment.** Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this Agreement.
16. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the 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.
17. **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.
18. **Amendments to Agreement.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.
19. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.
20. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
21. **No Waiver of Sovereign Immunity.** It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by LSU of any rights to claim such exemptions, privileges and immunities as may be provided by law.

22. **“Force Majeure” Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil unrest, strike, lockout, epidemic or pandemic, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood or any requirements of law, or an act of God.

23. **Additional Conditions of Employment.**

A. **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.

B. **Background Checks and Disclosures.** Prior to commencing employment, Employee shall be required to submit to background checks as deemed appropriate by the University. Employee’s employment is contingent upon a satisfactory background check in accordance with University policy. In addition, prior to signing this Agreement, Employee must disclose to the University any and all criminal, civil or administrative matters from the prior five years, including those currently pending but excluding non-felony traffic infractions. Failure to disclose all such matters to the University will serve as a basis to terminate employment for cause.

C. **Approvals.** This Agreement is subject to any approvals that must be obtained in accordance with law or University policy. No provision of this Agreement shall be enforceable until signed by all parties and, if required by policy, approved by the Board of Supervisors.

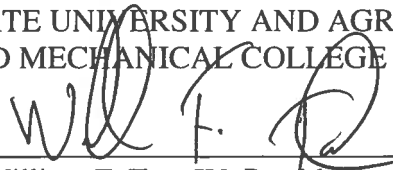
24. **Governing Law and Venue.** This Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having jurisdiction and domiciled in East Baton Rouge Parish, Louisiana.

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

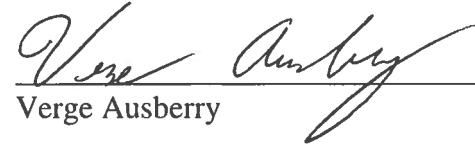
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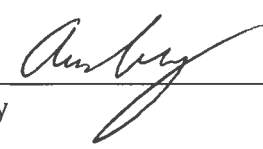
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By:


William F. Tate IV, President

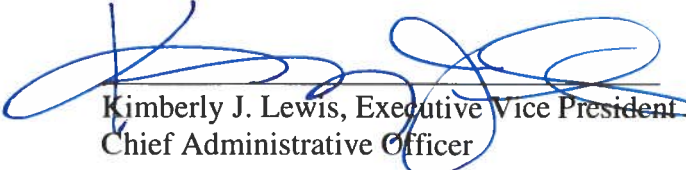

Date


Verge Ausberry


Date

RECOMMENDED:


Scott Woodward, Director of Athletics


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