

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is effective May 6, 2019 (the "Effective Date"), 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 F. King Alexander, its duly authorized President, and VERGE AUSBERRY (hereinafter "AUSBERRY") (LSU and AUSBERRY are hereinafter sometimes referred to collectively as the "Parties"). For and in consideration of the promises, mutual covenants, obligations and agreements of the Parties to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, LSU does hereby employ AUSBERRY as its Executive Deputy Athletic Director and Executive Director of External Relations at Louisiana State University and Agricultural and Mechanical College, located in Baton Rouge, Louisiana, on the terms and conditions set forth herein.
 - A. AUSBERRY represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.
 - B. AUSBERRY will report directly to the Athletic Director of LSU (the "Athletic Director") consistent with his status as Executive Deputy Athletic Director and shall confer with the Athletic Director, and/or the Athletic Director's designee(s) on a regular basis as determined by the Athletic Director and on major matters as necessary and appropriate.
 - C. AUSBERRY will report directly to the Executive Vice President for Finance and Administration of LSU (the "Executive Vice President") consistent with his status as Executive Director of External Relations and shall confer with the Executive Vice President, and/or the Executive Vice President's designee(s) on a regular basis as determined by the Executive Vice President and on major matters as necessary and appropriate.
 - D. AUSBERRY shall assist the Athletic Director in his duties to oversee, administer, review, and periodically evaluate the Department of Athletics (the "Department"), including the entire intercollegiate athletic program at LSU, and shall perform such other duties, consistent with his status as the Executive Deputy Athletic Director and Executive Director of External Relations, as the Athletic Director and/or the Executive Vice President may assign.

- E. AUSBERRY will supervise and promote all intercollegiate athletic programs in the Department, and shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of LSU and the Department.
 - F. AUSBERRY 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.
 - G. AUSBERRY hereby agrees and promises that he shall, on or before June 30, 2019, provide proof to LSU that he has been issued a Louisiana driver's license and that all vehicles registered in his name are registered in Louisiana, all pursuant to the requirements of La. R.S. 42:31.
 - H. Pursuant to NCAA Bylaw 11.2, AUSBERRY hereby confirms that he has an affirmative obligation to cooperate fully in the NCAA¹ infractions process, including the investigation and adjudication of a case, and that, if found in violation of NCAA regulations, shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.
2. **Term.** This Agreement shall be for a definite term, commencing on May 6, 2019, and ending on June 30, 2025, unless terminated sooner in accordance with Section 7 of this Agreement or by mutual written agreement between the Parties.
3. **Duties and Responsibilities.** In consideration of the compensation specified in this Agreement, AUSBERRY shall devote his full time and best efforts to the performance of his duties under this Agreement. Such duties shall include all duties that the Athletic Director and/or the Executive Vice President, or their designees, may assign as provided in Section 1 of this Agreement, all duties as set forth in the Executive Deputy Athletic Director and Executive Director of External Relations job description on file with LSU, and the specific duties listed in Section 1 and this Section 3, which are intended to be illustrative and not exhaustive. Among his specific duties, AUSBERRY shall:
- 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 SEC² and the NCAA, as well as all applicable local, state and federal laws which promote the mission of the Department, LSU's high standard of academic excellence, and the general welfare of student-athletes. AUSBERRY shall consult with the Athletic Director and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. AUSBERRY shall also ensure that all

¹ "NCAA" shall mean the National Collegiate Athletic Association and its successors.

² "SEC" shall mean the Southeastern Conference, its successor or any other athletics conference of which LSU may become a member.

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

- B. 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/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 coaches. AUSBERRY shall promote athletic excellence on local, conference and national levels for all of the men's and women's intercollegiate athletic programs;
- C. 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. AUSBERRY shall help to establish and periodically refine, as necessary, the Department's organizational structure to ensure the effective management of human resources;
- D. Consult with and submit reports, recommendations and supporting documents to the Athletic 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;
- E. 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. AUSBERRY shall work with others as directed by the Athletic 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. AUSBERRY shall immediately report to the Department's senior compliance officer if AUSBERRY has reasonable cause to believe that any person or entity, including without limitation, representatives of LSU's athletic interests, has violated, is likely, or may potentially violate any such laws, policies, rules and/or regulations.
- F. 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;
- G. Take prompt corrective or disciplinary action to address any non-cooperation by any Department staff member.
- H. Consult with LSU's General Counsel (and other LSU-engaged counsel, as directed by the LSU 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;

- I. Assist with oversight of all 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;
- J. 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;
- K. 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. AUSBERRY shall participate in negotiations and presentations to promote the Department and LSU to sponsors, donors, and boosters;
- L. AUSBERRY shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances at the request of the Athletic Director and/or the Executive Vice President 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 his status as Executive Deputy Athletic Director; Executive Director of External Relations. AUSBERRY shall also serve at the request of the Athletic Director and/or the Executive Vice President on any committees as appropriate;
- N. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;
- O. Observe, respect, and promote the principles of institutional control in every aspect of the Department and throughout all of its intercollegiate athletic programs;
- P. Perform all other duties customarily performed by employees of commensurate rank serving other NCAA member institutions; and
- Q. Perform other duties reasonably assigned by the Athletic Director and/or the Executive Vice President.

4. **Compensation.**

- A. **Base Salary.** For the purpose of this Agreement, "Base Salary" shall be defined as the sum of the Deputy Athletic Director Base Salary and Executive Director of External Relations Base Salary in a given year.

- (i) Executive Deputy Athletic Director Base Salary. Consistent with his status as Executive Deputy Athletic Director, in return for the completion of all duties and responsibilities listed above in Sections 1 and 3, LSU agrees to pay AUSBERRY the following annual sums (on a fiscal year basis), payable in twelve (12) equal monthly installments; pro-rated for partial years.

Executive Deputy Athletic Director Base Salary Compensation:

2019-2020:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2020-2021:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2021-2022:	Two Hundred and Sixty Thousand (\$260,000.00) Dollars
2022-2023:	Two Hundred and Sixty Thousand (\$260,000.00) Dollars
2023-2024:	Two Hundred and Seventy-Five Thousand (\$275,000.00) Dollars
2024-2025:	Two Hundred and Seventy-Five Thousand (\$275,000.00) Dollars

- (ii) Executive Director of External Relations Base Salary. Consistent with his status as Executive Director of External Relations, in return for the completion of all duties and responsibilities listed above in Sections 1 and 3, LSU agrees to pay AUSBERRY the following annual sums (on a fiscal year basis), payable in twelve (12) equal monthly installments; pro-rated for partial years.

Executive Director of External Relations Base Salary Compensation:

2019-2020:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2020-2021:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2021-2022:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2022-2023:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2023-2024:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars
2024-2025:	Two Hundred and Fifty Thousand (\$250,000.00) Dollars

- B. Incentive Compensation. AUSBERRY will be eligible for incentive compensation as follows. Any incentive compensation shall be considered a one-time payment in each year that it is earned and shall not be considered part of Base Salary for any purpose, including benefits. Incentive compensation may be paid from a foundation affiliated with LSU ("Foundation") through Foundation funds, subject to the approval of LSU and the Foundation.

- (i) Learfield Sports Directors' Cup Incentive Compensation. For each year that LSU achieves a top 20 final ranking in the NACDA (Learfield Sports) Directors' Cup Rankings while this Agreement is in effect, AUSBERRY shall be entitled to a performance incentive of \$10,000.
- (ii) Division I Football Post-Season Compensation. For every year that the LSU NCAA Division I football team participates in post-season game(s), LSU will pay AUSBERRY Post-Season Incentive Compensation as additional compensation for the extra services required of AUSBERRY as follows:

<i>Post-Season Goal</i>	<i>Amount</i>
Bowl Participant in non-College Football Playoff ("CFP") game	\$10,000 OR
CFP Bowl Participant	\$20,000 OR
CFP Semifinal Game Participant	\$30,000 OR
CFP National Championship Game Participant	\$35,000 OR
CFP National Champion	\$50,000

Only one such football performance incentive shall be awarded in a given year (corresponding to the highest level of team achievement) and shall not exceed \$50,000 in that year.

- (iii) Division I Basketball Football Post-Season Compensation. For each year that the LSU NCAA Division I basketball team participates in post-season game(s), LSU will pay AUSBERRY a basketball performance incentive as additional compensation for the extra services required of AUSBERRY, in the amount of \$15,000.
- (iv) Academic Incentive Compensation. For each year that all LSU intercollegiate athletic teams competing in NCAA play attain a multi-year Academic Progress Rate, as established by the NCAA, of 930 or greater, LSU will pay AUSBERRY as a performance incentive the amount of \$15,000. The additional sum, if payable, shall be considered earned on the date that the NCAA's annual Academic Progress Rate Public Report is publicly released.

5. Retirement and Fringe Benefits. AUSBERRY 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 AUSBERRY's Base Salary. No sums paid or authorized under this Agreement, except for the Base Salary, shall 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. State retirement benefit amounts will be computed on the Base Salary only and in accordance with the limitations of Louisiana state retirement law.

During the term of this Agreement and in accordance with all applicable LSU policies and laws, AUSBERRY will also receive the following benefits, part or all of which may be payable from a Foundation through Foundation funds, subject to approval of LSU and the Foundation:

- A. A family membership in a social club, athletic club, and/or country club, 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 Foundation funds; and (iii) AUSBERRY shall be responsible for payment for all non-business charges and expenses;
- B. Use of one (1) appropriate mobile communications device and service;
- C. Use of one (1) courtesy vehicle provided by dealership and related insurance reimbursed from Foundation funds; and
- D. Other reasonable and related employee benefits to be provided by Foundation, as authorized by the President after a review by the LSU General Counsel or his designee, and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

6. **Additional Revenue.**

- A. Subject to limitations imposed by this Section 6 and compliance with all applicable laws and Governing Athletics Regulations³, if any, and LSU's PM-11, AUSBERRY may earn or receive revenue from third parties ("Additional Revenue") while employed by LSU provided, however, that AUSBERRY shall obtain prior written approval from the President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, transaction or endorsement, including the use of AUSBERRY's name by any commercial, public or private entity. In accordance with NCAA rules, AUSBERRY, whenever reasonably

³ "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic programs of LSU. Governing Athletic Rules also shall include any acts of Congress or the State of Louisiana regulating college athletics, officials, athletes, or competition.

requested, but in no event less than annually, shall provide a written detailed account to the President for all income and benefits related to LSU athletics from sources outside LSU (including the amount and source of all such income). The approval of such income and benefits related to LSU athletics shall be consistent with University Rules⁴ related to outside income and benefits, if any, applicable to all full-time or part-time employees.

- B. If required by the NCAA, AUSBERRY shall report annually to the President on or before the NCAA due date of each contract year, all income and benefits related to LSU athletics from sources outside LSU, and LSU shall have reasonable access to all the records of AUSBERRY to verify this report.
- C. LSU does not guarantee AUSBERRY any amount of Additional Revenue.

7. **Termination.**

- A. **Termination by LSU.** At all times, AUSBERRY shall serve at the pleasure of the Athletic Director and/or the Executive Vice President. LSU may terminate this Agreement at any time for cause, which, in addition to any of its other normally understood meanings shall include, but not be limited to, the following:
 - (1) Neglect or inattention by AUSBERRY to the duties of AUSBERRY or AUSBERRY's refusal, unwillingness or inability to perform such duties in good faith after written notice has been provided to AUSBERRY by the President, the Athletic Director and/or the Executive Vice President, and AUSBERRY has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified by LSU; or
 - (2) A significant, repetitive or intentional violation of any laws or regulations, including but not limited to Title IX of the Education Amendments Act of 1972 and/or Governing Athletic Rules (or a pattern of conduct which may constitute or lead to a Level I or Level II violation as defined in NCAA regulations), or a finding of responsibility for a violation of University Rules, as determined by LSU, by AUSBERRY (or any other person under AUSBERRY's supervision and direction, which AUSBERRY knew about or should have reasonably known about, and failed to take action to prevent); or
 - (3) A breach of contract terms of this Agreement, as determined by the President, the Athletic Director and/or the Executive Vice President, or a

⁴ "University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies or procedures, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by LSU, including, without limitation, its President and the Director of Athletics, or by the Board of Supervisors.

violation by AUSBERRY of a criminal statute (excluding minor traffic violations); or

- (4) A violation by AUSBERRY of any federal, state or local law, including but not limited to, the Louisiana Code of Governmental Ethics, as determined by LSU; or
- (5) Fraud or dishonesty of AUSBERRY in the performance of his duties and/or responsibilities under this Agreement, as determined by LSU; or
- (6) Fraud or dishonesty of AUSBERRY in the preparation, falsification, submission or alteration of documents or records required to be prepared or maintained by law, Governing Athletic Rules and/or University Rules, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that AUSBERRY had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts; or
- (7) Failure by AUSBERRY to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning required by law, Governing Athletic Rules, and/or University Rules; or
- (8) Instruction to any coach, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to LSU's athletic programs or other institutions of higher learning propounded by LSU, the SEC, the NCAA or other governing body having supervision over the athletic programs of LSU or such other institution of higher learning, or required by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (9) Failure by AUSBERRY to assist in management of the Department in a manner that reflects the academic values of LSU, as set forth in this Agreement, as determined by LSU; or
- (10) Soliciting, placing or accepting by AUSBERRY of a bet on any intercollegiate or professional athletic event/contest, or permitting, condoning or encouraging by AUSBERRY of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic event/contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by AUSBERRY of information or data relating in any manner to any sport to any individual known by AUSBERRY to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by AUSBERRY with such persons, as determined by LSU; or

- (11) Use or consumption by AUSBERRY of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder or failure by AUSBERRY to fully cooperate in the enforcement and implementation of any drug testing program established by LSU for student-athletes, as determined by LSU; or
- (12) AUSBERRY's sale, use or possession, or AUSBERRY's permitting, encouraging or knowingly condoning by a student-athlete, coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by AUSBERRY or such student-athlete, coach or other athletic staff is prohibited by law, Governing Athletic Rules, and/or University Rules, as determined by LSU; or
- (13) Failure by AUSBERRY to report promptly to LSU, through the Athletic Director or other appropriate authority, any violation(s) or potential violation(s) known to AUSBERRY of Governing Athletic Rules and/or University Rules and/or local, state or federal laws and regulations, including but not limited to Title IX of the Education Amendments Act of 1972, by AUSBERRY or a coach, athletic staff member, student and/or any other person under the control or supervision of AUSBERRY, as determined by LSU; or
- (14) Commission of or participation in by AUSBERRY of any act, situation, or occurrence which, in LSU's reasonable judgment brings AUSBERRY into public dispute, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of AUSBERRY under this Agreement or failure by AUSBERRY to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon LSU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

- B. NCAA Enforcement. AUSBERRY is hereby notified that in addition to the actions LSU may take in accordance with this Agreement, AUSBERRY may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures. If AUSBERRY is found by the NCAA or LSU to be in violation of any NCAA Bylaws, AUSBERRY agrees that LSU shall implement any such disciplinary or corrective actions imposed by the NCAA.
- C. Notice. If LSU terminates this Agreement for cause under this Section 7, it shall give written notice to AUSBERRY of its intention to so terminate this Agreement specifying the contractual provision upon which LSU relies thereon, the conduct which is the basis for the intent to terminate, and the intended effective date of

termination, and shall allow AUSBERRY a reasonable time period to respond to the notice.

- D. Termination for Cause/Loss of Compensation and Benefits. In the event that this Agreement is terminated for cause under this Section 7, AUSBERRY shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefits of any nature under this Agreement, which has not been fully earned as of the date of termination. In no case shall LSU be liable to AUSBERRY for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by AUSBERRY as a result of LSU's termination for cause under this Section.
- E. Termination by LSU Other Than for Cause. This Agreement may be terminated by LSU at any time other than for cause (as delineated in Section 7.A) upon ten (10) days written notice to AUSBERRY. In the event of such termination by LSU other than for cause, LSU shall pay to AUSBERRY as liquidated damages, in lieu of any and all legal remedies or equitable relief, AUSBERRY's Base Salary for the remaining term of this Agreement. The total liquidated damages owed under Section 7.E shall be paid by LSU to AUSBERRY in substantially equal monthly installments, beginning the last day of the month of termination and continuing for the remaining term of this Agreement, unless otherwise excused, negated, reduced or extinguished under this Section 7.E. LSU may elect to accelerate the payment of any liquidated damages due. This Section 7.E is subject, however, to the following:
- (1) All fringe benefits furnished by LSU shall terminate upon the date of termination of this Agreement, or in accordance with the terms of the specific benefit plan.
 - (2) AUSBERRY is required to mitigate LSU's obligations under Section 7.E by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain employment as soon as practicable following such termination.
 - (3) If AUSBERRY is employed elsewhere post-termination, LSU's obligations to pay AUSBERRY as set forth in this Section 7.E shall be reduced by AUSBERRY's total compensation from all sources related to such position. LSU shall pay such reduced amount in substantially equal monthly installments after the date of AUSBERRY's first day of employment elsewhere for the remaining term of this Agreement.
 - (4) AUSBERRY agrees that as a condition of receiving any payment as set forth in Section 7.E, except for earned but unpaid compensation to the date of termination and any legally protected rights, AUSBERRY has under any employee benefit plan maintained by LSU, AUSBERRY or, in the case of any amounts due after AUSBERRY's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release within sixty (60) days of the date of AUSBERRY's

termination in the form determined from time to time by LSU in its sole discretion. Generally, the release will require the Payee and the Payee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assignees to release and forever discharge LSU and its trustees, officers, directors, agents, attorneys, successors and assignees from any and all claims, suits and/or causes of action that grow out of or are in any way related to AUSBERRY's employment with LSU, other than any claim that LSU has breached under this Agreement. This release will include, but not be limited to, any claim that LSU violated under the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal; state or local law relating to any matter contemplated by AUSBERRY. Upon AUSBERRY's termination of employment with LSU, the Payee will be presented with a release and if the Payee fails to timely execute the release, the Payee agrees to forego any payment from LSU. AUSBERRY acknowledges that AUSBERRY is an experienced person knowledgeable about the claims that might arise in the course of employment with LSU and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

- (5) For purposes of Section 7.E, any reference to AUSBERRY's "termination of employment" by LSU (or any form of the phrase "termination of employment") shall mean AUSBERRY's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

F. Termination by AUSBERRY. AUSBERRY understands and agrees that he may resign or otherwise terminate his employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

- (1) AUSBERRY agrees to provide the Athletic Director and/or the Executive Vice President with notice prior to engaging in any discussions and/or negotiations, directly or indirectly, for his prospective employment at any time before the expiration of this Agreement at any place other than LSU;
- (2) AUSBERRY shall provide LSU with written notice of his termination of this Agreement; and

- (3) AUSBERRY shall not be entitled to receive all or any part of the Base Salary, or any other compensation or benefit of any nature under this Agreement, which have not been fully earned as of the date of termination.
- G. Suspension or Other Disciplinary Action. If AUSBERRY is found to have violated any law, Governing Athletic Rules, and/or University Rules, AUSBERRY may be subject to suspension or other disciplinary or corrective action as set forth in the NCAA enforcement provisions in addition to the actions that LSU may take in accordance with Section 7.A or other provisions of this Agreement or LSU's written policies and procedures. In lieu of termination for cause, LSU may, at its sole discretion, suspend AUSBERRY for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 8.A of this Agreement. LSU shall give AUSBERRY written notice of the basis for the suspension and a reasonable time period to respond to the notice. During a period of suspension under Section 7.G in lieu of termination for cause, AUSBERRY shall not be entitled to receive any pro-rata portion of compensation, including but not limited to Base Salary.
- H. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to AUSBERRY by LSU or developed by AUSBERRY on behalf of LSU or at LSU's direction or for LSU's use or otherwise in connection with AUSBERRY's employment hereunder are and shall remain the sole property of LSU. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, AUSBERRY shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, courtesy vehicle keys, LSU credit cards, telephones and computers (including all other LSU issued technological devices) to be delivered back to LSU.
- I. Death or Disability. Notwithstanding any other provisions under this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of AUSBERRY or if AUSBERRY becomes totally or permanently disabled (as defined in Section 409A of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation. In the event of the inability of AUSBERRY 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 and 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.
- J. Interference with Coaches, Athletic Staff or Athletes. In the event of termination, AUSBERRY agrees that he will not interfere with LSU's coaches, athletic staff, and/or student-athletes or otherwise obstruct LSU's ability to transact business. If AUSBERRY violates this provision, AUSBERRY will not be entitled to any

payments under Section 7.E herein, and will be required to return any payments made by LSU pursuant to Section 7.E that have been disbursed.

- K. **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 AUSBERRY nor LSU shall be entitled to receive any objective relief not specifically provided for herein, 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 attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or AUSBERRY of information or documents required by law. AUSBERRY acknowledges that in the event of termination of this Agreement for cause, without cause, or otherwise, AUSBERRY shall have no right to occupy the position of Executive Deputy Athletic Director; Executive Director of External Relations and that his sole remedies are provided herein and shall not extend to injunctive relief. AUSBERRY further acknowledges that he is not eligible for and agrees that he will not be considered for or granted tenure by LSU.
8. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the Parties concerning the employment of AUSBERRY 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 this Agreement.
9. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by AUSBERRY, such approval and acceptance to be acknowledged in writing.
10. **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.

11. **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.
12. **Assignment.** AUSBERRY may not assign any rights or obligations that he has under this Agreement.
13. **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.
14. **Force Majeure.** In no event shall neither party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, which is forthwith, by notice from the party affected brought to the attention of the other party, including but not limited to war, acts of terrorism, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, major storm, earthquake, explosion, wind, flood, any requirements of law, or act of God ("Force Majeure"). To the extent possible, each party will use reasonable efforts to minimize the duration of any Force Majeure.
15. **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to AUSBERRY, any notice to LSU shall be sent to:

LSU Office of the President
Attn: President
3810 West Lakeshore Drive
Baton Rouge, LA 70808

With a copy to:
LSU Office of Legal Affairs and General Counsel
Attn: General Counsel
3810 West Lakeshore Drive
Suite 124
Baton Rouge, LA 70808

Unless hereinafter changed by written notice to LSU, any notice to AUSBERRY shall be delivered or mailed to the following address or home address on file:

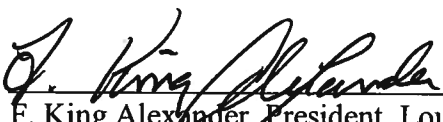
Verge Ausberry

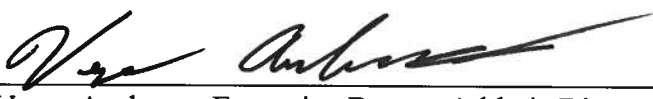
LSU Executive Deputy Athletic Director and Executive Director of
External Relations
LSU Athletics Administration Building
Baton Rouge, LA 70803

16. **Governing Law and Jurisdiction**. This Agreement shall be subject to and construed in accordance with the laws of Louisiana. Any action to enforce this Agreement shall be brought in a state or federal court of competent jurisdiction located within East Baton Rouge Parish, Louisiana.

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

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

By: 
F. King Alexander, President, Louisiana
State University System


Verge Ausberry, Executive Deputy Athletic Director
and Executive Director of External Relations