

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND JOHN JANCEK

Position: Football Special Teams Coordinator/Outside Linebackers Coach at LSU

Reporting: Coach shall report directly to Brian Kelly, Head Coach

Term: Effective no later than March 1, 2023 and ending January 15, 2025

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$350,000

Incentives:

- Broyles Award (Top Assistant) \$25,000 AND
- Southeastern Conference
 - Participation in SEC Championship Game \$25,000 OR
 - Win SEC Championship Game \$35,000
- Bowl Participant \$25,000 OR
- New Year's 6 Bowl Participant \$35,000 OR
- College Football Playoff ("CFP")
 - CFP Semifinal Game Participant \$60,000 OR
 - CFP Final Game Participant \$85,000 OR
 - National Champion \$110,000
 - 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).
- Other Special Incentives (paid by LSU):
 - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month.

Termination without Cause by University: If LSU terminates the employment of Coach without Cause, LSU will pay ninety percent (90%) of remaining Base Salary and Supplemental Compensation which would have been payable to Coach over the remaining Term with partial years and months pro-rated. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

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

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

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

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

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

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

- Fifty percent (50%) of all remaining Base Salary which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position with another SEC football program or Division I-A program within 500 miles of LSU; or
- Twenty-five percent (25%) of all remaining Base Salary which would have been payable to Coach for the remaining term if Coach accepts employment as a non-head coaching position other than as described above or terminates employment for any other reason;
- Except, however, no liquidated damages will be owed if Coach accepts any collegiate play-calling coordinator position or position in the NFL; terminates the Agreement after the conclusion of the final season covered by the Term (including championship game, if applicable); or if Coach terminates within ninety (90) days of Brian Kelly's last day of employment with LSU as Head Coach.

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

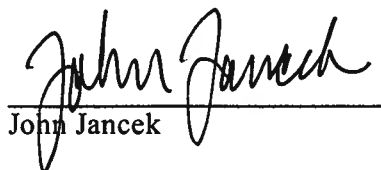
ACCEPTED AND AGREED:



Scott Woodward
On behalf of Louisiana State University

3.21.23

Date



John Jancek

3/20/23

Date