

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 27th day of February, 2026 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 Wade Rousse, its duly authorized President, and Mike Williams (“Employee”):

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:
 - A. “Athletics Director”: The Director of Athletics at LSU.
 - B. “Base Salary”: The annualized sum for the following periods:

Start Date through January 31, 2027:	\$265,000
February 1, 2027 through January 31, 2028:	\$300,000.
 - C. “Contract Year”: An annual period from January 1 to December 31 during the Term.
 - D. “End Date”: January 31, 2028.
 - E. “Position”: Senior Executive Director of Player Personnel for the Team.
 - F. “President”: The President of LSU.
 - G. “Program”: The intercollegiate football program at LSU.
 - H. “Relocation Incentive”: The one-time payment of \$25,000 and 90 consecutive days of temporary housing, if needed.
 - I. “Start Date”: November 30, 2025.
 - J. “Team”: The intercollegiate athletic team which is a part of the Program.
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 10 or 11 of this Agreement.
3. **Employment.** LSU does hereby employ Employee in the Position for the Term. Employee will report directly to the Head Coach of the Team. It is the intention of the parties that Employee will serve in the Position for the entirety of the Term. Employee acknowledges and agrees that Employee is not eligible for and will not be considered for or granted tenure by LSU. During the Term, Employee shall devote Employee’s full professional time, attention, energies, and efforts to the performance of Employee’s duties hereunder.

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 Head Coach and Athletics Director:

- A. Promoting the success of the Team and its student-athletes both athletically and academically;
- B. Devoting full professional attention and efforts to promoting the Program and fulfilling the necessary coaching responsibilities and duties;
- C. Leading long-term roster planning processes, including multi-year depth chart forecasting, position group balancing, and attrition management;
- D. Providing direct leadership and oversight of all Player Personnel staff, including the assignment of duties, workflow management, performance evaluation, and professional development;
- E. Establishing departmental standards, processes, and accountability systems to ensure consistency, efficiency, and excellence across all personnel operations;
- F. Overseeing the development, organization, and presentation of advanced scouting and personnel reports, including in-season opponent evaluations and long-term player projections;
- G. Overseeing the organization, prioritization, and evaluation of all transfer portal targets;
- H. Collaborating with coaching, strength and conditioning, sports medicine, mental performance, and academic support staff to support individualized player development plans;
- I. 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 National Collegiate Athletics Association ("NCAA"), the Southeastern Conference ("SEC"), LSU, and any other conference rules or policies which may be subsequently implemented (hereinafter collectively referred to as "Governing Athletics Regulations");
- J. Promoting an atmosphere of compliance within the Program;
- K. Promptly reporting any known or reasonably suspected violation of Governing Athletics Regulations to the Athletics Director and the Director of Compliance;
- L. Understanding and complying with Title IX of the Education Amendments of 1972 and LSU policies on Title IX, sexual misconduct and power-based violence, 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;

- M. 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;
- N. Cooperating 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;
- O. Cooperating fully, truthfully and without undue delay in any LSU internal investigation or inquiry;
- P. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- Q. Understanding, observing, upholding, and promoting LSU's written academic standards, requirements, and policies, and reasonably promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting are conducted consistent with LSU's mission;
- R. Cultivating and maintaining reasonable interaction with members of the LSU community in accordance with the policies and instructions of the Head Coach of the Team and the Athletics Director;
- S. Performing all duties in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- T. Using reasonable efforts, through due care and supervision, to ensure that all student-athletes and other individuals under or subject to Employee's control, authority, or supervision comply with all Governing Athletics Regulations and act in accordance with the high moral, ethical, and academic standards of the Athletics Department, the Program and LSU;
- U. Maintaining a presence on campus and in the Program, except for absences approved by the Athletics Department; and
- V. Using reasonable efforts to promote the goal of LSU that every student-athlete obtains an undergraduate degree and reasonably cooperating with academic counselors or similar persons designated by LSU to assist student-athletes and the faculty and administrators of LSU in connection with the academic pursuits of student-athletes.

5. **Base Salary.** LSU agrees to pay Employee the Base Salary annually in equal monthly installments on LSU's regular monthly payroll date. Any amounts due to Employee under this Section for a partial Contract Year shall be prorated.

6. **Media Participation and License to NIL.**

A. **License.** As the owner of the rights to Employee's name, image and likeness, Employee grants to the University and Athletics 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, Athletics 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 Team.

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 to produce and market 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.** Subject to the terms and conditions set forth herein, Employee shall receive Incentive Compensation in the amounts, based on attaining the goals, shown below.

A. **Post-Season Incentive Compensation.** Post-Season Incentive Compensation is additional compensation for the extra services required of Employee in the preparation for and participation in post-season play, in accordance with LSU's policies and procedures. If Employee does not actively support the Team in the Position for any post-season game for any reason, including but not limited to termination of employment, Employee shall not be entitled to Post-Season Incentive Compensation. Post-Season Incentive Compensation shall be paid within 30 days of achieving the applicable goal. The maximum amount of Post-Season Incentive Compensation under this Section shall be \$125,000 per Contract Year, payable if the Team accomplishes the following goals:

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|----|-----------------------------------|----------|----|
| 1. | SEC Championship Game Participant | \$15,000 | OR |
| 2. | SEC Champion | \$25,000 | |

AND ONE OF THE FOLLOWING:

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| 3. | Non College Football Playoff (CFP)
Bowl Participant | \$15,000 | OR |
| 4. | CFP First Round Game Participant | \$25,000 | OR |
| 5. | CFP Quarterfinal Game Participant | \$40,000 | OR |
| 6. | CFP Semifinal Game Participant | \$50,000 | OR |
| 7. | CFP National Championship Game
Participant | \$75,000 | OR |
| 8. | CFP National Champion | \$100,000 | |

If the CFP format is expanded to include additional teams, the parties agree to negotiate additional Post-Season Incentive Compensation for participation and achievements therein to the extent not already contemplated by the then-existing incentive structure.

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 Team 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 not to exceed \$800 per month, or (2) to the extent consistent with state ethics law, use of a courtesy vehicle provided by a dealership and related automobile insurance.
- C. **No Annual Leave.** Because of the specific nature of Employee's job duties and the irregular times during which Employee will be required to perform those job duties (for example, working more than 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), Employee acknowledges and agrees that Employee will not earn or accrue annual leave.
 - 1. Employee's compensation has been mutually negotiated with this understanding, and both Employee and LSU agree that the compensation would be less if Employee were entitled to earn annual leave.

2. If any administrative tribunal, statewide elected official, state board or commission with jurisdiction over such matters, or any court of competent jurisdiction, rules or publishes a formal written opinion or decision that Louisiana law requires Employee to earn annual leave, and such rule or opinion is binding on LSU or LSU otherwise determines that it must comply with the opinion or ruling, then Employee's Base Salary shall be reduced by the dollar value of the annual leave for which Employee is credited (using the dollar value of such annual leave as of the date on which the opinion or ruling is published). This reduction shall be retroactive to the date on which Employee's earning of annual leave is calculated to begin, and Employee shall repay to LSU the amount of the reduction. Employee shall pay LSU any amount owed as a result of this retroactive reduction in equal monthly installments for a period of 12 months (or such longer or shorter period as may be mutually agreed in writing by Employee and LSU) from the date on which the Employee is given notice that Employee will be credited with annual leave pursuant to this Section. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, Employee may waive Employee's right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section.
- 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. **Relocation Incentive.** If indicated in Section 1 of the Agreement, Employee shall receive a Relocation Incentive. As per University policy, the Relocation Incentive is subject to full or partial repayment to LSU if you do not continue employment with the University for at least two full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
- F. **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.

- G. **Sick Leave.** Employee shall accrue and use sick leave in accordance with LSU policy.

9. **Additional Revenue.**

- A. Employee shall not, without written approval of the President and the Athletics Director and compliance with the Louisiana Code of Governmental Ethics and LSU Permanent Memorandum 11 ("PM-11"), arrange for or agree to the receipt of any compensation or other form of payment from any outside source.
- B. Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2.2 and 11.3.2, and PM-11, Employee may earn or receive other revenue ("Additional Revenue") while employed by LSU, including working with sports camps or clinics at LSU. 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.
- 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 obtain prior written approval from the President and Athletics Director, which will not be unreasonably withheld, 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, or any advertisement or commercial endorsement.

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.

3. For purposes of this Section, "cause" for termination shall be defined as:

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

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

- c. Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings Employee into substantial public disrepute sufficient, at the reasonable discretion of LSU, to materially impair Employee's ability to perform the obligations contained herein without material adverse impact on the Team 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;
- d. 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;
- e. 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;
- f. Subject to any right of administrative appeal permitted or granted to Employee by the NCAA or SEC, any finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by Employee of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of Employee which were 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);

- g. Failing to report promptly to the Director of Compliance any violations of Governing Athletics Regulations involving the Team of which Employee has knowledge;
- h. 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 on the Team, 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;
- i. 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
- j. Prolonged absence from LSU without permission or just cause;
- k. 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;
- l. 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 or for 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;
- m. Being charged with or convicted of either: (i) any felony, or (ii) any crime involving larceny, embezzlement, fraud, gambling, drugs, or alcohol;
- n. 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;

- o. Providing information or data, other than information or data provided to the general public through public presentation, relating in any manner to any intercollegiate sport or to any student-athlete to any individual whom Employee knows (or has constructive knowledge) to be a gambler, bettor, or bookmaker, or an agent of any such person, or knowingly permitting any student-athlete or other individual under Employee's control, authority, or supervision to furnish such information or data;
 - p. Use or consumption of alcoholic beverages or controlled substances, steroids, or other drugs or substances to such degree or for such appreciable period as to substantially impair Employee's ability to perform the duties herein;
 - q. 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;
 - r. 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
 - s. Violating any material term of this Agreement.
- 4. The process for termination for cause is as follows:
 - a. For any cause that is reasonably curable, LSU shall provide Employee with written notice specifying the alleged breach of this Agreement, and Employee shall have seven calendar days ("Cure Period") from the date of the notice to fully cure such breach to LSU's satisfaction. For the purposes of this Section, "reasonably curable" shall mean that it is able to be corrected without significantly discrediting or damaging LSU's or Employee's reputation or standing in the community, or creating an unreasonable risk of harm to any student-athlete or staff member, at the reasonable discretion of LSU. If Employee fails to cure within

the Cure Period, or if the cause is not reasonably curable, LSU may engage in the process below.

- b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Within 14 calendar days of the submission, Employee will be provided written notice of the decision of the President, which shall be final.
- 5. 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.
 - 6. 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 (if any) that has

been earned but not paid. The termination date shall be the date referenced in the initial notice of termination, or on such later date as may be set forth by LSU in the notice of termination.

7. 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 Post-Season Incentive Compensation (if any) 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 the Base Salary and Supplemental Compensation, if any, which would have been payable to Employee through the remaining Term of the Agreement. However, if there is any change to Governing Athletic Regulations, law or jurisprudence that allows a change in compensation available to student-athletes, then the liquidated damages available under this Section shall be limited to a 12-month period from the date of termination or the remaining Term of the Agreement, whichever is less.
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, with no further obligation.

5. In the event of termination by LSU without cause, Employee shall have the duty to mitigate and use best efforts to obtain football-related employment (whether collegiate or professional, including but not limited to coaching, administration or media) in another position with compensation at fair market value. Employee shall make good-faith, reasonable, and sustained efforts to obtain qualifying employment for as long as liquidated damages are due. Specifically, Employee is required to:
 - a. Use due diligence and good faith in seeking other football-related employment (including, without limitation, coaching, administrative, or media positions at the intercollegiate or professional level);
 - b. Promptly notify LSU in writing immediately upon accepting any such position or entering into any agreement (written or oral) that entitles you to football-related compensation from a third party; and
 - c. Provide LSU, upon reasonable request, with documentation sufficient to verify the amount and nature of all compensation earned, received, or to which you are entitled from such employment so that the appropriate offset against LSU's liquidated damages obligation may be calculated.

For the avoidance of doubt, LSU expects Employee to maintain reasonable documentation of efforts to find employment (e.g., applications submitted, interviews attended, job offers received and the reasons for declining any offer).

6. In the event Employee obtains such other employment, LSU shall be entitled to a dollar-for-dollar offset for any compensation Employee receives so long as the liquidated damage obligation remains in effect. If Employee's new compensation equals or exceeds the liquidated damages obligation owed by LSU under this Section, the liquidated damages obligation shall be extinguished. Employee must 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.

7. 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 (a) 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 (b) adjust payments to reflect the market value for Employee's employment or services.
8. In the event Lane Kiffin 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 months after the last date on which Lane Kiffin holds the position as Head Coach, or on such earlier date as is mutually agreed between Employee and LSU, and LSU shall not thereafter be liable to Employee for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

C. Termination by Employee Without Cause.

1. Employee shall have the right to terminate this Agreement without cause upon written notice to LSU. If Employee terminates employment at any time before the End Date, Employee will pay liquidated damages to LSU as follows:
 - a. An amount equal to three years of Employee's Base Salary and Supplemental Compensation, if any, (based on the rate in effect at the time of termination) if Employee terminates the Agreement prior to March 31, 2026;
 - b. An amount equal to one year of Employee's Base Salary and Supplemental Compensation, if any, (based on the rate in effect at the time of termination), if Employee terminates the Agreement other than described above, regardless of the amount of Term remaining;
 - c. Except, however, no liquidated damages will be owed if Employee:
 - (i) Terminates the Agreement to accept a position as a senior-level front office position in the National Football League (Assistant GM level or above);
 - (ii) Terminates the Agreement after the conclusion of the final game (including the conference championship game, if LSU is a participant) of the final season covered by the Term; or
 - (iii) Terminates the Agreement without cause within 90 days of the date that Lane Kiffin no longer serves as Head Coach.

2. Employee shall have the option to pay liquidated damages in a lump sum or in equal monthly installments over a period equal to the amount of time then remaining in the Agreement.
3. Under this Section, the termination date, 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. All of Employee's compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not be liable to Employee for any amounts other than compensation earned 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.

D. Suspension or Other Disciplinary Action.

1. For any cause that is reasonably curable, LSU shall provide Employee with written notice specifying the alleged breach of this Agreement, and Employee shall have seven calendar days ("Cure Period") from the date of the notice to fully cure such breach to LSU's satisfaction. For the purposes of this Section, "reasonably curable" shall mean that it is able to be corrected without significantly discrediting or damaging LSU's or Employee's reputation or standing in the community, or creating an unreasonable risk of harm to any student-athlete or staff member, at the reasonable discretion of LSU. If Employee fails to cure within the Cure Period, or if the cause is not reasonably curable, LSU may engage in the process below.
2. 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 LSU's right to terminate Employee for cause.
3. Any disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations shall not prevent LSU from taking such

additional corrective or disciplinary action as it deems necessary or proper under this Agreement, including suspension or termination for cause.

4. Notwithstanding any other provision of this Agreement to the contrary, if Employee is suspended by the SEC or NCAA, Employee shall automatically be suspended without pay by LSU for the duration of the SEC or NCAA imposed suspension without further notice or process.
5. For the duration of any suspension without pay, LSU will maintain Employee's fringe benefits (i.e., medical, dental, life insurance) obtained through LSU Human Resources Management but Employee shall not be entitled to receive any compensation or other payments under 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. **Liquidated Damages.** The parties acknowledge and agree that the unique and personal nature of the services renders actual damages resulting from such breach uncertain, difficult or impossible to ascertain with precision (including but not limited to costs related to finding replacement personnel, hiring, relocation, loss of goodwill or sales) costs of replacement, lost opportunities, and disruption to operations), and that the liquidated damages specified herein represent a reasonable, good-faith estimate of such damages as of the date of this Agreement. The parties further agree that the liquidated damages herein are not in any way a penalty.

G. **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.

- H. **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 Athletics 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, if 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 12 months from the date of the notice or upon the End Date, whichever occurs first. If 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 or reimbursement for unreturned property under this Section.

13. **Duty of Loyalty.** During the Term, neither Employee nor anyone on Employee's behalf shall, under any circumstances, discuss or negotiate directly or indirectly prospective employment with any other institution of higher education, professional athletic team, or other athletically-related prospective employer (including media and sports marketing) without giving at least 24 hours prior written notice to the President and the Athletics Director. This Section shall not apply if a notice of termination has been provided by either party.
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 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. **Survival of Provisions.** Sections 10, 12, 14, 21, and 25 shall survive any termination or expiration of this Agreement or the Employee’s employment, together with any other provisions that by their nature are intended to survive termination. Such surviving provisions shall remain in full force and effect in accordance with their terms. Neither termination nor expiration shall relieve either party from any obligation which accrues prior to termination.
24. **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 grounds for termination of 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.

D. **Source of Funds.** The financial obligations herein are not general obligations of either the University or the State of Louisiana and are payable from self-generated funds of LSU Athletics and affiliated foundation funds.

E. **Electronic Signature.** Both parties agree that an electronic signature of a party, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature.

25. **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 have executed this Agreement on the day, month and year identified with the signature.

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

By:

Wade Rousse, President

Date

Michael J. Williams (Jan 29, 2026 13:33:45 CST)

Mike Williams

Date

RECOMMENDED:

Verge I. Ausberry, Jr.

Verge Ausberry, Director of Athletics

Brandi Roberts, Chief Financial Officer