



Summary of Athletic Coaching Contract Dennis G. Shaver, Head Track & Field and Cross Country Coach

		Current	Proposed	Change	%	Notes
<i>Basic</i>	Term Ends	6/30/2017	8/31/2021	4 Year		a
	Base Salary	\$ 200,000	\$ 250,000	\$ 50,000	25%	a
	Supplemental Media Comp.	\$ 10,000	\$ 10,000	\$ -		a
	Supplement Equipment	\$ 15,000	\$ 15,000			a
<i>Incentive</i>	Post-Season (max)	\$ 48,000	\$ 60,000	\$ 12,000	25%	b
	Academic (max)	\$ 5,000	\$ 20,000	\$ 15,000	300%	c
<i>Benefits</i>	Automobile	\$ -		\$ -		a
	Club Membership	Yes	Yes			a
	Other					
Total Certain Compensation		\$ 215,000	\$ 280,000	\$ 65,000	30%	d

Notes (a) Coach Shaver's previous five year contract expires on June 30, 2017. Base salary for July 2018 through June 2019, increases to \$265,000 and for July 2019 through August 2021 it increases to \$280,000. Club membership is at the option of the Team Administrator.

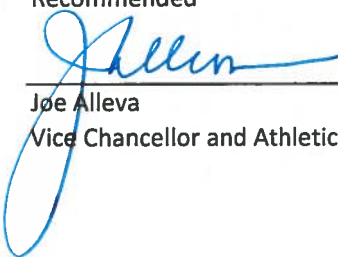
(b) Post-season incentive is based on Board Policy team which allows up to 24% of base salary for team SEC and NCAA performance.

(c) The Academic Incentive goal is a team APR score of 930. His amount was adjusted to include both the mens and the womens' teams.

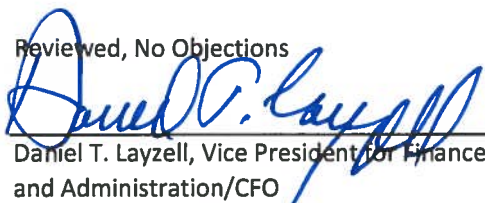
(d) Total Certain Compensation includes all compensation which the coach is contractually guaranteed to receive annually. It does not include the value of any fringe benefits, such as car and cell phone allowances, nor any one-time amounts, such as contract buy-outs or relocation allowances.

This document summarizes the key terms of the proposed employment contract for the athletic coach named below. Unless noted otherwise, the contract is attached and is based on the standard template normally used by LSU for contracts of this type. The campus recommends approval by the Board.

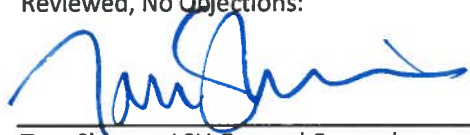
Recommended


Joe Alleva
Vice Chancellor and Athletic Director

Reviewed, No Objections


Daniel T. Layzell, Vice President for Finance
and Administration/CFO

Reviewed, No Objections:


Tom Skinner, LSU General Counsel

EMPLOYMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This Employment Agreement (“**Agreement**”) is made and entered into effective the 27th day of January, 2017, by and between 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 F. King Alexander, its duly authorized President, and Dennis G. Shaver (“**COACH**”).

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meaning shown:

- A. “LSU A&M”: The campus of LSU which is located in Baton Rouge, Louisiana.
- B. “President”: The President of LSU.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of (partial years pro-rated):

Two Hundred Fifty Thousand and No/100 dollars (\$250,000.00) – Effective January 1, 2017 through June 30, 2018.

Two Hundred Sixty Five Thousand and No/100 dollars (\$265,000.00)–Effective July 1, 2018 through June 30, 2019.

Two Hundred Eighty Thousand and No/100 dollars (\$280,000.00) – Effective July 1, 2019 through August 31, 2021.

- E. “Start Date”: January 1, 2017.
- F. “End Date”: August 31, 2021.
- G. “Program”: The intercollegiate Track and Field and Cross Country program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

COACH: DS

LSU: MS

2. **Employment.** LSU does hereby employ COACH as Head Track and Field and Cross Country Coach of the Team. COACH will report directly to the Athletic Director and through him to the President. COACH will be responsible for the Program, and hereby agrees to accept such employment and to devote his attention, on a full-time basis, to the performance of the duties described in this Agreement.
3. **Duties and Responsibilities.** As Head Track and Field and Cross Country Coach, COACH's duties and responsibilities shall include the following, all subject to compliance with applicable law, LSU by-laws and policies, and the directives, input, and advice of the President and the Athletic Director:
- A. Administering, managing, and leading the Program in a professionally appropriate and competent manner which allows the Team to effectively compete in the football classification generally known as the Power Five, within National Collegiate Athletic Association ("NCAA") play;
 - B. Hiring (subject to appropriate approvals) and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - C. Promoting and monitoring the success of the Team and its student athletes both athletically and academically;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Understanding and agreeing that he and his staff, with reasonable assistance of LSU, are bound by and are required to be reasonably knowledgeable of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all

governing constitutions, by-laws, rules, policies, interpretations, legislation and regulations of the NCAA, the Southeastern Conference ("SEC"), LSU, and any other conference or organization of which LSU is or becomes a member during the term of this Agreement; all hereinafter collectively referred to as "**Governing Athletics Regulations**";

- F. Assuring and monitoring compliance with Governing Athletics Regulations by COACH and all student athlete members of the Team, assistant coaches, other Program staff members, and other individuals under or subject to COACH's direct control, authority, or supervision;
- G. Promptly reporting any violation of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA or SEC violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably 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 can be conducted consistent with LSU's mission;
- K. Cultivating and maintaining reasonable interaction and effective relations with the Board of Supervisors, affiliated foundations, athletic conferences, institutional alumni, the media, the public, students, faculty, staff, and friends of LSU;

- L. Using reasonable efforts to exercise due care and supervision to provide that all student athletes, assistant coaches, other program staff members, and other individuals under or subject to COACH'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 Program and LSU;
- M. Using reasonable efforts to promote the goal of LSU that every student athlete obtains a baccalaureate 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;
- N. Performing these duties at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, and academic standards of the Department of Athletics and LSU;
- O. Performing all other reasonable duties customarily performed by head football coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
- P. Understanding and complying with NCAA Bylaw 11.1.1.1 ("Responsibility of Head Coach"), which provides: "An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach."

4. **Term.** The term (the "Term") of this Agreement shall be for a definite term, commencing on the Start Date and ending on the End Date, unless terminated sooner in accordance with Section 12 of this Agreement or extended by mutual written agreement of the parties. Under this Agreement, beginning January 1, 2018, each "Contract Year" shall coincide with the calendar year.
5. **Base Salary.** LSU will pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. Any amounts due to COACH under this Section for a partial Contract Year shall be pro-rated. The Base Salary Amount shall be reviewed at the end of each season of Program and may be adjusted at that time by the Athletic Director, subject to recommendation, review, and approval pursuant to LSU personnel policies. However, in no event will COACH's Base Salary Amount be reduced as a result of any such review.
6. **Supplemental Compensation.**
- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Ten Thousand and No/100s dollars (\$10,000.00) for COACH appearing on or participating in, as requested, University sanctioned television, radio and internet programs concerning LSU and the Team. The amount of Supplemental Compensation payable to COACH shall be determined by the Athletic Director. Any amount earned by COACH pursuant to this provision shall be considered earned on the date(s) on which COACH appears on or participates in the television, radio, and internet programs and shall be paid within 30 days of the last game played by Team in its season, including any post-season play.

- B.** COACH shall not appear without the prior written approval of the President on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by LSU, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.
- C.** COACH will earn or receive a minimum of Fifteen Thousand and No/100s (\$15,000.00) Dollars in Supplemental Compensation during each fiscal year of the Agreement. This compensation shall include: (a) any monetary benefits earned or received for services to the Tiger Athletic Foundation (TAF) or (b) any monetary benefits earned or received from the University's equipment contracts.

7. Incentive Compensation.

- A. Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU will pay COACH Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play as follows in accordance with LSU's policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) services are provided for each game at which a post-season goal is attained (or, for SEC Regular Season Champion, the date of the last SEC game in Team's sport played by any SEC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which Team participates. This Post-Season Incentive

Compensation shall be in the amounts for meeting the goals set forth in the most recently approved Additional Compensation Policy for Post-Season Athletics approved by the LSU Board of Supervisors. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

B. Academic Incentive Compensation. In the event the multi-year Academic Performance Rate "APR" [as defined by the NCAA] for an individual Track and Field or Cross Country team is the minimum APR multi-year score established by the NCAA (current minimum score is 930) or higher in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Ten Thousand and No/100s (\$10,000.00). This incentive can only be achieved once per contract year for a men's team and once per year for a women's team (maximum APR compensation per year is \$20,000) The additional compensation, if payable, shall be considered earned on the date on which the APR for LSU is released while COACH is employed at LSU and shall be paid within sixty (60) days of such date. The Academic Incentive Compensation may be paid from affiliated foundation funds, subject to approval of LSU and the foundation. To be eligible for such compensation, COACH must be employed by LSU as of the date on which the incentives are earned.

8. Retirement and Fringe Benefits. COACH 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 the Base Salary Amount and any earned Post-Season Incentive Compensation and in accordance with the limitations of state retirement law. Regardless of whether the services required by this Agreement are performed directly for LSU or through contract with a separate legal entity, whether or not such other entity is under the control of COACH, sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive, 8 (Retirement and Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) shall not 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. COACH understands and agrees that no contributions for purposes of any State of Louisiana retirement program will be made by LSU or withheld from COACH's compensation except as to the Base Salary Amount and any earned Post-Season Incentive Compensation, and COACH shall not be entitled to any retirement benefits that may otherwise be attributable to any other compensation paid pursuant to this Agreement. During the term of this Agreement and in accordance with LSU by-laws and policies, and applicable law, COACH will also receive the following benefits, part or all of which may be paid from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be paid from affiliated foundation funds, subject to approval of such foundation; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be

reimbursed from affiliated foundation funds; and (iii) COACH shall be responsible for payment of all personal charges. Notwithstanding the foregoing COACH shall not be personally responsible for expenses authorized and incurred by COACH and his staff in connection with the ordinary functions associated with an intercollegiate football program, and in accordance with LSU policy;

- B. Mobile communications device and service, for which some or all charges incurred may be paid from affiliated foundation funds;
- C. COACH will be allowed to invite guest(s) for travel to athletic events on chartered commercial transportation subject to approval by the Athletic Director.
- D. Paid vacation as approved by the Athletic Director;
- E. An annual automobile allowance in the amount of up to \$1,000 per month or, to the extent consistent with state ethics laws, concurrent use of courtesy vehicle(s) provided by dealership(s) and related insurance reimbursed from affiliated foundation funds; and
- F. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the Athletic Director and President after review and approval by the LSU General Counsel and a determination that such benefits are in compliance with LSU by-laws and policies, and state laws.

9. **Additional Revenue.**

- A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletic Regulations, if any, and LSU's PM-11, COACH may earn or receive other revenue ("Additional Revenue") while employed by

LSU provided, however, that COACH shall obtain prior written approval from the Athletic Director and President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. LSU does not guarantee any amount of Additional Revenue.

B. COACH shall not, without prior written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant track and field and cross country coach of any supplemental pay, bonus or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of his sports camps, or as otherwise authorized by LSU in accordance with PM-11.

- 10. Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletic Regulations, COACH may operate or work at sports camps and/or clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps and/or clinics. COACH shall not be permitted to sell, assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the President.
- 11. Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether or not under the control of COACH, for the performance of any services by COACH required or authorized under Section 6 (Supplemental Compensation) only. The form of the contract shall be subject to the approval of LSU which approval shall not be unreasonably withheld.

12. **Termination.** This Agreement may be terminated by the parties only as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated by LSU, acting through the President or Athletic Director, for "cause" as defined herein, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than such compensation and benefits earned prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by LSU in the notice of termination. Any decision as to whether the criteria contained in this Section 12.A have been met shall not be made arbitrarily or capriciously by LSU. Prior to termination for cause, COACH: (i) shall be provided with written notice of contemplated termination and a statement of the grounds and facts in support thereof; and (ii) shall have five calendar days from receipt of such notice to make a written request for hearing on the contemplated action. If requested in writing by COACH, a hearing shall be held before the President or his designee(s), and at such hearing COACH shall have the right to counsel and to present the testimony of witnesses and other reliable evidence. The procedures shall conform to, and evidence may be considered consistent with, federal and state due process standards for such hearings.

For purposes of this Section, "cause" shall be defined as:

- i. Committing a material violation of Governing Athletics Regulations, or failing promptly to report any such violation by another person to the President and the Associate Athletic Director for Compliance;
- ii. Commission of a material violation of Governing Athletics Regulations involving any aspect of the Program by any other person if either: (a) the violation occurs or continues to occur after COACH knew or should have known that it occurred, was about to occur or was occurring, or (b) COACH failed to establish and maintain reasonable policies and procedures, or to follow reasonable policies and procedures established in writing by the Athletic Department for the Program to prevent violations of Governing Athletics Regulations from occurring and to detect promptly any such violations which may occur;
- iii. Committing or being convicted of or pleading no contest to either: (a) any felony; or (b) any misdemeanor involving gambling, drugs, or alcohol;
- iv. Engaging in misconduct which either: (a) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (b) brings COACH into substantial public disrepute sufficient to impair COACH's ability to perform the obligations contained herein without adverse impact on the Team or Program; or (c) constitutes moral turpitude or breaches the high moral and ethical standards applicable to COACH as a visible representative of LSU;
- v. Unreasonably refusing or repeatedly failing to perform any duties imposed upon COACH herein (including, but not limited to, those duties and

responsibilities set forth in Section 3), or failing to perform the same to the best of COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- vi. Knowingly committing material or repeated significant violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of COACH's receipt of written notice of the same;
- vii. Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- viii. (a) Committing fraud or making any material misrepresentation in the performance of any duties and responsibilities herein, including, but not limited to, fraud or misrepresentation in the preparation or maintenance of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports, or altering any such documents; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to commit such fraud or misrepresentation;
- ix. (a) Failing to respond reasonably accurately and fully within a reasonable time to any requests or inquiry relating to the performance of any duties at LSU, 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 (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- x. (a) Participating in any gambling, bookmaking, wagering, or betting involving any athletic contest whatsoever whether by soliciting, placing, or accepting a bet or wager or through a bookmaker, a pool, or any other method of gambling; or (b) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete, assistant coach, or other individual under or subject to COACH's control, authority, or supervision to participate in such activity;
- xi. (a) Furnishing any information or data, other than information or data provided to the general public through press conferences, news releases, and the like, relating in any manner to any intercollegiate sport or to any student athlete to any individual whom COACH knows or has reason to know to be a gambler, bettor, or bookmaker, or an agent of any such person; or (b) counseling, instructing, or encouraging any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision to furnish such information or data;
- xii. Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals, whether prescribed by a physician or not, to such degree and for such a period as to impair COACH's ability to perform the duties herein;
- xiii. Selling, purchasing, using, or possessing any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession

of which by COACH is prohibited by law or Governing Athletics Rules.

The provisions of this subsection do not prohibit the use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;

- xiv. Knowingly encouraging or permitting the sale, purchase, use, or possession by any student athlete, assistant coach, or other individual under COACH's control, authority, or supervision of any controlled substances, steroids, or other drugs or chemicals, the sale, purchase, use, or possession of which by such person is prohibited by law or Governing Athletics Rules. The provisions of this subsection shall not apply to the purchase, use or possession of substances or drugs lawfully prescribed by a healthcare provider, and used in accordance therewith;
- xv. (a) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (b) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- xvi. Subject to any right of administrative appeal permitted or granted to COACH by the NCAA or SEC, the making or rendition of a finding or determination by the NCAA, SEC, or any commission, committee, council, or tribunal of the same, of any major or repetitive violations by COACH of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of COACH which were knowingly and intentionally permitted, encouraged, or condoned by

COACH, or about which violations COACH knew or reasonably should have known, and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection expressly includes findings or determinations of violations during employment of COACH at any other institution of higher education); or

- xvii. Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has or should have knowledge.

B. Termination by LSU Without Cause.

- i. LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. The termination date shall be the date on which written notice of termination is given, or on such later date as may be set forth by LSU in the written notice of termination. In such event, LSU will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, COACH's Base Salary, Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and LSU shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any

compensation earned pursuant to this Agreement prior to the termination date.

- ii. Liquidated damages payable by LSU under this Section 12.B will be the Base Salary Amount per year for the remaining term of this Agreement, including any extended term. A partial year and partial month shall be pro-rated.
- iii. Liquidated damages under this Section 12.B Will be paid in equal monthly installment over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- iv. In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this section, 12.B shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 12.B to COACH terminates or ceases to exist. COACH shall exercise due diligence and good faith in seeking other athletically-related employment. In the event COACH obtains such other employment, COACH will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by COACH and the amount of offset due to LSU.
- v. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by LSU prior to

its expiration by lapse of term would cause COACH to lose the salary, supplemental compensation, fringe benefits, certain other LSU-provided benefits, and possibly other income and benefits provided by third parties, which damages are impossible to determine with certainty. As such, the damages to be suffered by COACH in the event of a termination of this Agreement by LSU without cause are difficult to presently and accurately estimate. In addition, the parties expressly agree that all liquidated damages herein are not in any way a donation or a penalty, but rather are a good faith estimate of damages that will be incurred in the event of termination. In consideration of this provision, COACH irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by LSU.

C. Termination by COACH Without Cause.

- i. COACH shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event COACH terminates this Agreement without cause, COACH will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by COACH without cause, COACH's Base Salary, Supplemental Compensation, Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date which, unless otherwise agreed to in writing by LSU and COACH, shall be the earlier of: (i) the date on which COACH provides

written notice of termination to LSU; (ii) the date on which COACH accepts employment from another employer; or (iii) the date on which COACH performs any work or services of any kind or nature whatsoever on behalf of or for the benefit of another employer. LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- ii. Liquidated damages under this Section 12.C will be 25% of the Base Salary per year for the remaining term of this Agreement, including any extended term. COACH shall have the option to pay such amount in a lump sum or in equal monthly installments over a period of time equal to the amount of time then remaining in the Agreement, including any extended term.
- iii. Liquidated damages under this Section 12.C may be waived, in the sole discretion of the President, if COACH is not in breach of any provision of this Agreement and LSU determines that such a waiver would serve the best interests of LSU, considering the factors such as, but not limited to, COACH's length of service with LSU, whether COACH is taking another athletically-related job, the impact the timing of COACH's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), COACH's ability and willingness to assist LSU if requested during any transition period (such as during post-season play after giving notice at the end of the regular season), ease of recruiting a

replacement for COACH, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.

- iv. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The parties recognize that termination of this Agreement by COACH prior to its expiration by lapse of term would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement head coach for Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, loss of continuity and stability, and intangible damages such as damages to LSU's and/or the Program's reputation, and goodwill, which damages are impossible to determine with any certainty. COACH recognizes that his promise to work for LSU until its expiration by lapse of term is an essential consideration of and a material inducement for LSU's decision to employ him in the position described in Section 2, above. COACH also recognizes that LSU is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment with LSU prior to the expiration of its Term. The payment owed pursuant to this liquidated damages provision is to pay for the damages suffered as outlined above and to reimburse LSU for expenses, including but not limited to (i) searching for, recruiting and hiring a

replacement for COACH, (ii) relocating the new coach, and (iii) buying out the contract, if necessary, of the new coach. COACH expressly agrees that the amount of liquidated damages provided for herein is a reasonable approximation of the harm that LSU will incur in the event of such early termination by COACH. In consideration of this provision, LSU irrevocably waives any and all rights to equitable relief, including temporary restraining orders and injunctions, or actions seeking specific performance by COACH.

- v. Unless notice of termination under this Section 12 has been given by either party, neither COACH nor any agent on his 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 athletics-related (including media and sports marketing) prospective employer without giving at least twenty-four (24) hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- i. In lieu of termination for cause, and in addition to any rights it may have under Section 12.A, LSU may impose upon COACH disciplinary sanctions less severe than termination, up to and including suspension or leave without pay for a period no longer than ninety (90) days for any act or omission which would be grounds for termination for cause. Imposition of such sanctions shall be at the discretion of LSU, and shall not be exercised arbitrarily or capriciously. During a period of suspension under

this sub-section, COACH shall not be entitled to receive any compensation or benefits under this Agreement.

- ii. LSU may suspend COACH for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether COACH has violated any laws or Governing Athletics Regulations. During such suspension, COACH shall receive only the Base Salary Amount set forth in Sections 2 and 4 and the Fringe Benefits set forth in Section 8, and shall not be entitled to receive Supplemental Compensation, Other Supplemental Compensation, Incentive Compensation, or any other benefits, compensation or remuneration set forth in this Agreement for the period of such suspension. If the matter giving rise to the suspension is finally resolved in favor of COACH, and does not otherwise represent an independent basis for termination for cause, LSU shall pay or make available to COACH the benefits and other compensation herein otherwise payable to COACH during the period of suspension. Any such compensation and/or benefits payable pursuant to this Agreement by an affiliated foundation shall only be paid by such foundation, subject to its approval. Suspension under this sub-section shall not limit any rights of LSU to terminate COACH for cause.
- iii. COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA and SEC regulations, respectively. Such action by the NCAA or the SEC shall not preclude or in any manner

affect LSU's right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. Termination by Death or Disability. In the event of the death of COACH or the inability of COACH to perform the duties and obligations described in this Agreement by reason of disability, 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 sixty (60) days, this Agreement shall terminate as a termination for cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.

F. Exclusive Remedies and Waiver of Claims. The financial consequences of termination of this Agreement or suspension herein, and any remedies pertaining thereto, 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 COACH nor LSU shall be entitled to receive, and each hereby waives any claim against the other, and their respective board members, officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speaking, camps or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation, or

other non-compensatory and compensatory damages, punitive damages, and attorney's fees resulting from the fact of termination, the public announcement thereof, or the release by LSU or COACH of information or documents required by law. COACH 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, COACH shall have no right to occupy the position of head coach of Team and that COACH's sole remedies are provided herein and shall not extend to injunctive relief or demands for specific performance by LSU. COACH further acknowledges and agrees that COACH is not eligible for and will not be considered for or granted academic tenure by LSU.

G. Key Man Insurance. LSU or its affiliated athletic foundation, at the sole discretion of LSU, shall have the right at any time during the term of this Agreement to purchase "key man" insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

13. Retention and Return of all Materials, Records, and Other Items. All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to COACH by LSU or developed by COACH on behalf of or at the expense of LSU or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of LSU. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in COACH's possession or control to

be delivered to LSU. At the same time, COACH shall return to LSU all credit cards, keys, computers, mobile communication devices and other items belonging to LSU which were issued to or are in the possession of COACH.

14. **Entire Contract.** This Agreement constitutes and expresses the entire agreement and understanding of the parties concerning the employment of COACH 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 of their choosing. The Agreement shall be construed, if necessary, without reference to the party that was the principal drafter of the Agreement.
15. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing. Except where expressly indicated in this Agreement, the written approval of the LSU Board of Supervisors shall be required to amend or waive any terms or conditions set forth herein. COACH expressly acknowledges that it would be unreasonable to rely upon any oral representations, or any representations made by anyone other than the particular LSU representative(s) authorized by this Agreement, that purport to amend or waive any terms of this Agreement.
16. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to

delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

17. **No Waiver of Default.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
18. **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.
19. **"Force Majeure" Clause.** Neither party shall be considered in default of performance of any obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.
20. **Governing Law.** 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 subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana.

THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

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

By: F. King Alexander 2/01/17
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

Dennis G. Shaver 01-11-17
Dennis G. Shaver Date

RECOMMENDED:

Joseph Alleva
Joseph Alleva, Vice Chancellor and Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Daniel T. Layzell
Daniel T. Layzell, Vice President for Finance and Administration/CFO
Louisiana State University and
Agricultural and Mechanical College