
LSU BOARD OF SUPERVISORS MEETING

University Administration Building Board Room

Louisiana State University

3810 W. Lakeshore Drive, Baton Rouge, LA 70808

Friday, May 31, 2019 | Time: 10:00 a.m. CT

- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Administer Oath of Office to Mr. Brazzel
- IV. Public Comment
- V. Committee Meetings
 - A. Academic & Research Committee
 1. CONSENT AGENDA
 - a. Request from LSU A&M for a Letter of Intent for an MS in Financial Economics
 - b. Request from LSU Alexandria for a Letter of Intent for a BS in Marketing
 - c. Request from LSU Alexandria for a Letter of Intent for a BS in Management
 - d. Request from LSUHSC-NO for a Letter of Intent for an M.S. in Epidemiology
 - e. Request from LSU A&M for Continued Authorization of the Reilly Center for Media and Public Affairs
 - f. Request from LSU HSC-NO for Continued Authorization of the Epilepsy Center
 - g. Recommendation to Approve Conferral Dates at the 2019 Summer Commencement Exercises
 - B. Finance Committee
 1. Supplier Diversity Program Update
 - C. Property & Facilities Committee
 1. Request from LSU Health Sciences Center - New Orleans to Authorize a Lease Agreement with the City of New Orleans for Air Rights to Construct an Elevated Walkway on the LSUHSC-NO Downtown Campus
 2. CONSENT
 - a. Request from LSU to Amend the FY 2019-2020 Capital Outlay Budget Request for Louisiana State University to Include the Roadway Improvements at LSU Innovation Park Project
 - D. Athletics Committee
 1. Request from LSU A&M to Approve Compensation Changes for James T. Moffitt, Head Strength Coach
 2. Request from LSU A&M to Approve Employment Contract with Robert L. "Mickey" Joseph, Jr., Assistant Coach Football

3. Request from LSU A&M to Approve Employment Contract with Jeffrey J. Clark, Co-Head Coach Gymnastics
 4. Request from LSU Shreveport to Approve Employment Contract with Ashley Holland, Head Women's Soccer Coach
 5. Request from LSU Shreveport to Approve Employment Contract with Matthew Strickland, Head Women's Basketball Coach
 6. Request from LSU Shreveport to Approve Employment Contract with Phillip Bohn, Head Men's Soccer Coach
- VI. Reconvene Board Meeting
 - VII. Approval of the Minutes of the Executive Committee Meeting held on April 16, 2019
 - VIII. Approval of the Minutes of the Board Meeting held on April 26, 2019
 - IX. Personnel Actions Requiring Board Approval
 - A. Personnel Actions for Board Approval
 - B. Request to Approve a Recommendation for a Boyd Professor #1
 - C. Request to Approve a Recommendation for a Boyd Professor #2
 - X. Reports from Council of Staff Advisors and Council of Faculty Advisors
 - XI. President's Report
 - XII. Reports to the Board
 - A. Revised FY 2019 Audit Plan
 - B. 3rd Quarter Informational Report
 - XIII. Committee Reports
 - XIV. Chairman's Report
 - XV. Adjournment



Request from LSU A&M for a Letter of Intent for a Master of Science in Financial Economics

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Description and Need

LSU A&M is seeking approval of a Letter of Intent for a Master of Science program in Financial Economics (MSFE). The proposed MS will be jointly offered by the Departments of Economics and Finance at LSU. Essentially, this request is a merger of the current MS in Finance with the current MS in Economics. The proposed program will provide more structure than the current graduate programs in Economics and Finance and better reflect the more recent emphasis the departments are placing on analytical skills and applications in the disciplines. It will prepare students for a wide variety of finance and economics occupations including financial analysts, credit analysts, commercial banking, investment banking, economic analysts, and commercial real estate with a wide variety of potential employers in Louisiana, the region, and beyond. The goal is for students graduating in this program to have better financial economics training, better practical job skills, and consequently better employment prospects.

The 36-credit hour, non-thesis program is meant to have broad appeal to students interested in Finance and/or Economics and is designed to be completed in a single academic year (10-months). The curriculum includes eight required core courses: five in Finance and three in Economics. The remaining four elective courses can be used to tailor the degree to individual student interests.

The Louisiana Workforce Commission (LWC) for the Department of Labor of the State of Louisiana reports 56,309 people were employed in Finance and Economics occupations in Louisiana during 2017 and an additional 30,789 Louisianans employed in real estate professions. Additionally, in their most recent Louisiana Job Vacancy Survey (2015), LWC estimates a need for another 1,800 people in financial occupations in Louisiana. Similarly, the Bureau of Labor Statistics (BLS) reports that during 2016-2026, financial occupations are expected to grow much faster than the national average – the number of financial analysts is expected to grow 10.9% faster than the national average, and the number of financial management positions are expected

to grow 18.7% faster than average. Financial managers in Louisiana have an average pay of \$30.96-33.90/hour or \$59,758 annually. Finally, the LWC has given finance occupations a 5-star rating for future employment outlook. Hence, there is a clear need to train more financial and economics professionals within the state.

There are no other Master of Science in Financial Economics programs in Louisiana, but there are currently three Master of Science in Finance (MSF) programs in the state (LSU, Tulane and University of New Orleans) and three Master of Business Administration programs with a Finance concentration (Louisiana Tech University, University of New Orleans and University of Louisiana at Lafayette). Replacing the MSF and MSE programs with the proposed program will not result in duplication of resources in the state and will actually reduce duplication or overlap of resources both within LSU and within the state of Louisiana as a whole.

Students

The MSFE program is designed to be relatively small (approximately 30 students) initially. The combined, long-run average number of students in both the current MSF and MSE is approximately 30 students; thus, the departments are confident the program will attract enough students to keep approximately 30 students in the program annually. The program does expect to grow over time. Although it is expected that LSU undergraduates will continue to be the primary feeder to the MSFE program, the updated curriculum will attract students interested in a rigorous training in financial economics from across the region.

Furthermore, as the program entails a more qualitative and STEM focus than the current degrees, utilizing quantitative training in FRED, Bloomberg, FactSet, Morningstar Direct, or other “real-world” database, the CIP code affiliated with the degree will attract more international students than before. The updated curriculum would qualify for CIP code 45.0603, a recognized STEM designation allowing international students to qualify for an OPT extension – a key benefit to attracting qualified international students. Tulane University offers a Master of Science in Finance with a STEM designation that attracts more than 200 foreign students annually.

3. Review of Business Plan

The proposed MSFE program will be jointly administered by the Departments of Economics and Finance within the College of Business. It will be formally housed in the Department of Finance. A Memorandum of Agreement (MOU) has been created between the two departments detailing the necessary resources to be offered by each unit for the program. In recent years, both the MSF program and the MSE program have had issues with low enrollment. The low enrollment numbers combined with the relative lack of structure in MSF resulted in large numbers of elective courses being offered each semester, and consequently many of these elective sections had difficulty attracting the minimum number of students. The effective merger of the MSF and MSE programs to form the MSFE will result in an immediate gain in the number of students, while the additional structure results in larger number of students being spread across a fewer number of class sections. This should eliminate any low enrollment issues for the eight required core courses and significantly mitigate the low enrollment issues for elective courses. We expect larger enrollments in the MSFE program combined with a more structured program to result in more efficient use of faculty and university resources.

Additionally, as this is a merger, no additional faculty, resources, or costs will be necessary.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs.

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Financial Economics at LSU A&M, subject to approval by the Louisiana Board of Regents.



Request from LSU Alexandria for a Letter of Intent for a Bachelor of Science in Marketing

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Description and Need

LSU Alexandria is seeking approval of a Letter of Intent for a Bachelor of Science program in Marketing. LSU Alexandria currently offers a Bachelor of Science in Business Administration with 35 students enrolled in the existing concentration in marketing. The existing concentration is a popular option in the degree program, and current and prospective students along with the Department of Business Advisory Council, with representation by Cleco, Central Louisiana Economic Development Alliance, Roy O. Martin, Inc., and Christus Health, have urged the institution to establish a separate BS program in marketing to fill the demand for qualified marketing talent in Central Louisiana and statewide.

The need for additional marketing talent, and for marketing graduates in particular, in both Central Louisiana and across the state is evident in the most recent BLS data that shows that marketing-related occupations are significantly underrepresented in the region. Additionally, lower-level and less well-paid sales-related occupations are actually overrepresented in the Alexandria MSA. These positions do not require a post-secondary credential. The underrepresentation of high-paying, upper-level positions may well reflect the lack of educational opportunities in Central Louisiana for individuals who wish to pursue careers in marketing. Marketing positions cannot be created and filled without an available pool of candidates who have acquired the education and training necessary for such positions. To ensure that the degree meets the needs of the greatest number of prospective students, it will, if approved, be offered both online and in the traditional classroom setting.

Students

Enrollment in the existing marketing curriculum, offered as a concentration within the Bachelor of Science in Business Administration, has grown steadily since Fall 2016. In that semester only nine students were enrolled; by Fall 2018, enrollment had grown to 35 students. This enrollment

is already higher than enrollment in four of the other concentrations that can be chosen by students pursuing the Bachelor of Science in Business Administration and exceeded only by enrollment in accounting (63 students). The enrollment rate for the marketing concentration also compares favorably to enrollment in some fully-fledged degree programs offered by the university. Over the course of the last three semesters (Fall 2017, Spring 2018, and Fall 2018), 30 students have graduated with the Bachelor of Science in Business Administration/Marketing Concentration. An additional 11 management students are scheduled to graduate in Spring 2019; this will bring the total number of graduates for the past two years to 41. It is anticipated that the numbers graduating from a fully-fledged degree in Marketing would be significantly higher. Projected enrollment ranges from 42 in the first year to 70 in the fifth year. The university considers that these projections are justified by the already healthy enrollment in the existing marketing concentration. It is not unreasonable to assume that at least 60% of students in the concentration, mainly the freshmen and sophomore students, will switch to the new degree if it's approved; of course, those students who are nearing completion of the concentration curriculum will be more likely to continue to follow its requirements.

3. Review of Business Plan

LSUA will be able to offer the Bachelor of Science in Marketing at minimal additional cost as it will not have to hire additional full-time faculty during the first two years of the program's life; courses in the major will be taught by existing full-time and part-time faculty. It is anticipated that as the program develops and its enrollment increases, the university will hire a tenure-track professor to teach additional marketing courses; this hire would likely take place in Year Three of the program.

The student-to-faculty ratio in marketing classes that are currently offered online is low; thus, online students have the same opportunity to interact with their marketing professors as the students in the face-to-face classes do. It is anticipated that if the proposed marketing degree is approved and offered online there would be some growth in course enrollment. If there is, then, the university would provide enough academic coaches to ensure that the student-to-faculty ratio does not exceed 30:1 in any marketing class.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs.

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Marketing at LSU Alexandria, subject to approval by the Louisiana Board of Regents.



Request from LSU Alexandria for a Letter of Intent for a Bachelor of Science in Management

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Description and Need

LSU Alexandria is seeking approval of a Letter of Intent for a Bachelor of Science program in Management. LSU Alexandria currently offers a Bachelor of Science in Business Administration with 30 students enrolled in the existing concentration in management. The existing concentration is a popular option in the degree program, and current and prospective students along with the Department of Business Advisory Council, with representation by Cleco, Central Louisiana Economic Development Alliance, Roy O. Martin, Inc., and Christus Health, have urged the institution to establish a separate BS program in management to fill the demand for qualified management talent in Central Louisiana and statewide.

In general, management-related occupations are the highest-paid in the state. The U.S. Bureau of Labor Statistics confirms that among the 22 major occupational groups, management occupations account for the highest mean and median wages. In 2017, the mean wage for management occupations in Louisiana was \$97,170; the mean for all occupations was \$41,590. Data for the Alexandria Metropolitan Statistical Area (MSA) indicates that management occupations pay a mean wage of \$80,890. A shift-share analysis conducted by the university's Department of Business Administration to measure changes (i.e., gains and losses) in management positions in the Alexandria Metropolitan Statistical Area (MSA) confirmed that management positions have been exported elsewhere. If management positions in the area had grown at the same rate as they have grown nation-wide, Alexandria would have seen the addition of 341 management-related positions. Instead, the area has lost 140 positions over a five-year period, resulting in a net change of -481 from the potential number of positions. This number represents the region's competitive effect for management occupations.

The closest available management programs are offered by Louisiana Tech (Ruston), LSU A&M (Baton Rouge), and Grambling State University (Grambling), each of which is located at least 100 miles from the LSUA campus. It is true that degree-seeking students from the parishes

surrounding LSUA have the option of enrolling in an online management program. McNeese State University offers such a program although enrollment is reserved for non-traditional students. LSU Shreveport also offers an online management degree. The demand for the degree at LSUA can be seen by the healthy growth in enrollment in just two years.

Students

Enrollment in the existing management curriculum, offered as a concentration within the Bachelor of Science in Business Administration, has grown steadily since Fall 2016. In that semester only five students were enrolled; by Fall 2018, enrollment had grown to 30 students. This enrollment is already higher than enrollment in three of the other concentrations that can be chosen by students pursuing the Bachelor of Science in Business Administration and exceeded only by enrollment in marketing (35 students) and accounting (63 students). The enrollment rate for the management concentration also compares favorably to enrollment in some fully-fledged degree programs offered by the university. Over the course of the last three semesters (Fall 2017, Spring 2018, and Fall 2018), 25 students have graduated with the Bachelor of Science in Business Administration/Management Concentration. An additional 13 management students are scheduled to graduate in Spring 2019; this will bring the total number of graduates for the past two years to 38. It is anticipated that the numbers graduating from a fully-fledged degree in Management would be significantly higher. Projected enrollment ranges from 40 in the first year to 65 in the fifth year. The university considers that these projections are justified by the already healthy enrollment in the existing management concentration. It is not unreasonable to assume that at least 60% of students in the concentration, mainly the freshmen and sophomore students, will switch to the new degree if it's approved; of course, those students who are nearing completion of the concentration curriculum will be more likely to continue to follow its requirements.

3. Review of Business Plan

LSUA will be able to offer the Bachelor of Science in Management at minimal additional cost as it will not have to hire additional full-time faculty during the first two years of the program's life; courses in the major will be taught by existing full-time and part-time faculty. It is anticipated that as the program develops and its enrollment increases, the university will hire a tenure-track professor to teach additional management courses; this hire would likely take place in Year Three of the program.

The student-to-faculty ratio in marketing classes that are currently offered online is low; thus, online students have the same opportunity to interact with their management professors as the students in the face-to face classes do. It is anticipated that if the proposed degree is approved and offered online there would be some growth in course enrollment. If there is, then, the university would provide enough academic coaches to ensure that the student-to-faculty ratio does not exceed 30:1 in any management class.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs.

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Bachelor of Science in Management at LSU Alexandria, subject to approval by the Louisiana Board of Regents.



Request from LSU Health Sciences Center – New Orleans for a Letter of Intent for a Master of Science in Epidemiology

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

Description and Need

LSU Health Sciences Center – New Orleans is seeking approval of a Letter of Intent for a Master of Science program in Epidemiology. The MS program will prepare students who may continue with subsequent doctoral training in epidemiology or immediately enter the research workforce. Program graduates will be employable in positions as research coordinators, study managers, or data analysts in universities, governmental agencies, industry, and similar organizations throughout Louisiana. The MS program includes foundational coursework in areas such as epidemiologic methods, biostatistics, data management, with electives in chronic disease epidemiology and infectious disease epidemiology.

The 42-credit hour, thesis program is different than the Master of Public Health degree with a concentration in epidemiology, which is practice-oriented. The MS in Epidemiology offers more in-depth research-focused education in epidemiology, strongly influenced by contemporary approaches in clinical and translational research with groundings in methods and theory for causal inference.

The Council of State and Territorial Epidemiologists' Capacity Assessment suggests that despite an increase in the epidemiologic workforce, there remains ongoing unmet need for additional epidemiologists in well-established areas, such as infectious diseases, and in the emerging fields of substance abuse, mental health, and informatics. Whereas capacity is high in monitoring health status and in diagnosing public health problems, capacity in evaluation and research lags behind. The Bureau of Labor Statistics projects from 2016-2026 a 9% increase in the job market for masters-trained epidemiologists, and the median national salary for epidemiologists in 2017 was \$69,660 per year.

The LSUHSC-New Orleans School of Public Health (SPH) is the state's only public, fully-accredited unit (Council on Public Health Education). The mission of the SPH is to advance the

public's health and well-being through education, research, and service with a focus on issues affecting Louisiana. Currently, there is no degree offered at LSU HSC-NO comparable to the proposed MS in Epidemiology, and no other public institution in Louisiana offers this degree. A large majority of students at LSUHSC-NO and the SPH are from, and will remain in Louisiana, thereby increasing the educational attainment of Louisiana residents. The only other program in the state is at Tulane University's School of Public Health and Tropical Medicine. The tuition and fees at Tulane are \$60,858 for the MS degree, compared to \$20,645 for the tuition and fees in the MS program at the LSUHSC-NO. Thus, the MS program will offer Louisiana students a state-focused, affordable epidemiology research education.

Students

Based on the School of Public Health's admission and enrollment surveys, initial enrollment in the proposed MS program will be about 25% of the current enrollment in the Masters in Public Health (MPH) with a concentration in epidemiology program, or 8-12 students each year. This is consistent with the number of fall 2017 matriculations reported by peer institutions to the Association of Schools and Programs of Public Health. LSUHSC-NO anticipates this enrollment would grow modestly over the first three to five years as recognition and recruitment efforts grow.

3. Review of Business Plan

The proposed program will not incur additional departmental or school costs directly related to faculty, software, facilities or equipment. Students in the proposed MS program will utilize the same facilities, equipment and software as current MPH students. The proposed MS curriculum will utilize some existing required and elective courses for the MPH degree offered in the epidemiology concentration. Students will take more advanced bio-statistical courses currently offered at the School than students in the MPH program, reflecting a greater focus on data analysis, theory, and methods. In addition, new epidemiology courses will focus on epidemiology theory and methods germane to population health research. Therefore, the new MS program will be an efficient expansion and complementary degree to the existing curriculum. The new courses would not require new or additional faculty. Some faculty effort may be dedicated to increasing the frequency of elective courses offered and for advising/mentoring students in their thesis research. However, this will be offset through enhanced tuition revenue. Much of the requisite infrastructure and resources are readily available as a result of the current MPH and PhD Epidemiology programs.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Letter of Intent to Develop a New Academic Program form is on file with the LSU Office of Academic Affairs.

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Letter of Intent to develop a proposal for a Master of Science in Epidemiology at LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.



**Request from LSU A&M for Continued Approval of the Reilly Center
for Media and Public Affairs**

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

This request is for reauthorization of the Reilly Center for Media and Public Affairs at LSU for a period of five years. The Board or Regents granted initial approval of the Reilly Center in October 1999 with reauthorization in March 2009. On March 21, 2014, the reauthorization was approved for another five years.

The Reilly Center for Media & Public Affairs emerged during an unsettled era in media due to the onslaught of the digital age and geopolitical upheaval following the 9/11 attacks. Over nearly 20 years, the Reilly Center has directed its resources toward quickly responding to emerging issues, studying their effects, and connecting directly with communities and audiences. The five years since the last reauthorization are no exception, and over the next five years the Center will support the Manship School of Mass Communication in its mission to “lead the conversation” as the digital revolution continues to reveal its newest wonders and challenges.

The Center leverages and bolsters the intellectual resources of the faculty and students within the Manship School, and engenders partnerships with other LSU departments and colleges, as well as community and national entities (e.g., LSU Political Science Department, Office of Diversity, and Student Government; Tulane University, George Washington University’s Graduate School of Political Management; Fair Districts Louisiana, The Cook Political Report, The Advocate, 89.3 WRKF, WAFB 9, LaPolitics Weekly) on events, outreach efforts, and research projects. The Public Policy Research Lab, the university’s in-house survey and polling center, assists faculty and organizations across campus and the nation in the development of survey instruments and the collection of data. Faculty and students, both undergraduate and graduate, cite the Reilly Center as a key attractor in their decisions to work for and attend LSU and the Manship School. This is driven by the recognition that the Reilly Center’s resources and staffing can advance faculty careers and enhance opportunities for students.

Underlying all of the Reilly Center’s endeavors is a fierce commitment to serving the

surrounding communities, advancing good government initiatives to enhance thoughtful decisions by policy makers, and educating Louisiana residents on critical issues affecting their lives. Over the next five years, the Reilly Center seeks to expand its outreach and engagement footprint and deepen its impact within the state, southeastern region, and nation. To accomplish this, the Center will embark on an ambitious growth plan in targeted areas along with an equally ambitious fundraising effort. Those initiatives include

- Developing a premier speaker series that would allow the Manship School and Reilly Center to regularly offer opportunities to the community to experience a range of inspiring, renowned communication and political thought leaders who are shaping our world;
- Building on the Manship School and Reilly Center's reputation for producing innovative research on issues of racial and gender diversity, inclusion, and representation in the mass communication professions, public policy, and politics;
- Increasing the capacity of the Public Policy Research Lab to take advantage of opportunities for public service and public opinion measurement;
- Developing granting capacity that may be used to leverage external funds and encourage interdisciplinary and multi-institutional research;
- Establishing additional rotating fellows and professionals-in-residence programs to bring expert scholars and practitioners to the community for extended periods, enhancing opportunities for collaboration with Manship School faculty and students;
- Building on success with the LA Youth Platform to create a youth civic engagement leadership program directed toward middle and high school students that will provide young Louisianans from across the state with advocacy and communication skills they can utilize in their schools and communities.

Accomplishments since Reauthorization in 2014. From 2014 through 2019, the Center has continued the John Breaux Symposium to delve into the most current aspects of media, politics, and public policy, headlining speakers such as Kathleen Blanco, Nan Hayworth, and Sharon Weston-Broome. Beyond the annual John Breaux Symposium, the Center hosts nearly 20 events each year, ranging from daylong forums to panels and book talks addressing contemporary issues of media and politics. While all of the Reilly Center's events emphasize community outreach and engagement, several programs provide a tangible example of the Center's reach into both the local and statewide communities. From the Public Policy Fellows program that brings in nationally recognized experts on current public policy issues with a direct impact on Louisianans to hosting televised political debates prior to statewide elections, the Reilly Center provides an opportunity for the public to interact with policy thought leaders and decision makers. The Reilly Center also supports research through the Public Policy Research Lab (PPRL), fellows programs, support for faculty salaries, and direct project funding. These investments result in scholarly books, research articles in top journals, reports designed for public policy makers and concerned citizens, and informative professional pieces developed for practitioners in our related fields.

3. Review of Business Plan

The Louisiana Legislature voted to establish a line item for the work of the Reilly Center in FYE 2002, with the support of then Chancellor Mark Emmert and Kevin Reilly, Sr. Expenditures

support the Center's activities and agenda, including the staff who primarily run the Center, faculty with research and professional work aligned with Center research focuses, graduate assistants who support the Center and its subsidiaries, visiting scholars to share expertise in policy areas critical to the state, and speakers focused on areas relevant to media and public affairs.

Reilly Center activities are supported through a successful public-private partnership where public funds help leverage the private resources provided by generous donors who believe building the bridge between the academy and our communities is an important and laudable endeavor. Reilly Center private funding comes from small grants and endowed accounts. These funds support much of the activity described in this report. Since inception, Reilly Center leadership has been proactive in its effort to supplement public support with private funds. The Center has a nearly \$14 million endowment. Over the past five years since the 2014 reauthorization, the Center has received \$2.7 million in additional funds. An ambitious fundraising effort is planned for the next five years to support the expansion of the Reilly Center's outreach and engagement activities.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request for Continued Approval of the Reilly Center for Media and Public Affairs from LSU A&M, subject to approval by the Louisiana Board of Regents.



**Request from LSU Health Sciences Center – New Orleans for
Continued Approval of the Epilepsy Center**

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Significant Board Matter

Pursuant to Article VII, Section 1, Paragraph A of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

- A. Any matter having a significant or long term impact, directly or indirectly, on the finances or the academic, educational, research, and service missions of the University or any of its campuses.

2. Summary of Matter

This request is for reauthorization of the Epilepsy Center at LSUHSC-NO School of Medicine for a period of five years. The Board or Regents granted one-year conditional approval of the Epilepsy Center in October 2002 and in October 2003 granted continued approval through October 2004. In 2008, the Epilepsy Center was approved by the Board of Regents through September 30, 2013. In 2014, the reauthorization application was approved for another five years.

The LSUHSC Epilepsy Center reestablished Level 4 clinical services after Hurricane Katrina and has continued to maintain that level through 2019. Level 4 is the highest level of service according to the National Association of Epilepsy Centers (NAEC) and is defined by complex, inpatient, invasive procedures and complex, surgical procedures, as well as more extensive medical, neuropsychological, and psychosocial treatment. Present services include outpatient EEG, inpatient video/EEG epilepsy monitoring, neuropsychological evaluation, sophisticated and aggressive medication management, psychiatric evaluation and treatment, MRI, fMRI, PET, SPECT, WADA testing, VNS implantation and treatment, RNS treatment, and epilepsy surgery for adult and pediatric clinical populations. Two fellowships are supported through the Center, the Clinical Neurophysiology Fellowship and the Epilepsy Fellowship. Center faculty also teach Neurology Residents and Medical Students. Our strongest local partnerships for clinical care, research and education include the Children's Hospital of New Orleans, University Medical Center New Orleans and the Epilepsy Alliance.

Center Goals and Objectives. The LSUHSC-NO Epilepsy Center has been the only quaternary care center for epilepsy in Louisiana and the Gulf Coast since its inception in 1997 (member National Association of Epilepsy Centers), serving the approximately 54,000 to 90,000 medically intractable and hard to treat individuals with epilepsy in this region. Persons suffering from epilepsy in this large area have traveled to New Orleans for over a decade for comprehensive services unavailable in their local communities. The closest centers offering these

services to the people of Louisiana and the Gulf Coast are in Birmingham, Alabama and Houston, Texas. Locally, Ochsner Medical Center offers a portion of the services provided by the LSUHSC Epilepsy Center, but only makes these services available to commercially-insured patients. The LSUHSC Epilepsy Center, with main sites at Children's Hospital of New Orleans and University Medical Center New Orleans, provides to state-of-the-art, comprehensive care to all persons with epilepsy, regardless of their insurance status.

The major goals of the center mirror the mission of the LSUHSC School of Medicine and include: diagnosis and treatment, research and education. Specifically, Center objectives are:

- 1) Provide a 4th Level Comprehensive Epilepsy Center (as defined by the National Association of Epilepsy Centers and the International League Against Epilepsy) with focused efforts on research, teaching and state-of-the-art medical and surgical treatment of epilepsy and seizure disorders for citizens in the state of Louisiana.
- 2) Provide epilepsy education for medical care providers, students, residents and the citizens of Louisiana to improve the quality of care offered to persons suffering from epilepsy and the quality of life of epilepsy patients and caregivers.
- 3) Encourage academic and clinical research through industry-sponsored trials, investigator-initiated studies and collaborative research relationships in neuroscience, pharmacotherapy, surgery, neuroimaging, and neuropsychology.

Accomplishments since Reauthorization in 2014. From 2014 through 2018 the LSUHSC Epilepsy Center has strengthened its partnership with Children's Hospital of New Orleans by expanding the number of faculty and clinical activities. The new ROSA[®] robotic device has been added to available surgical technology; Epilepsy Surgical Conference was expanded to include a larger clinical team; two new clinics were initiated (Transition Clinic and New Onset Seizure Clinic); and the pediatric Epilepsy Monitoring Unit increased capacity with more equipment and staff. Services for adult epilepsy patients are based at LSU Health clinics and University Medical Center New Orleans, where we opened a new adult Epilepsy Monitoring Unit in 2016. A Telemedicine clinic for incarcerated persons was also initiated at University Medical Center of New Orleans. The Center added a second fellowship program, the Epilepsy Fellowship, to our education programs in 2018.

3. Review of Business Plan

Dr. Piotr Olejniczak serves as Center Director. He is a Professor of Neurology at LSUHSC and Director of the Epilepsy Fellowship at LSUHSC. Dr. Olejniczak is Board certified in Neurology, Epilepsy, Clinical Neurophysiology and Sleep Medicine. As Center Director, he is responsible for maintaining the overall mission of the Center, as well as establishing Medical Protocols and Clinical Care Models, fostering collaborative research efforts and the oversight of Center personnel. Dr. Olejniczak reports to the Chairman of Neurology, Dr. John England. The Chairman of Neurology reports to the Dean of the School of Medicine, Dr. Steve Nelson. Dr. Nelson reports to the Chancellor of the LSU Health Sciences Center, Dr. Larry Hollier. Faculty within the Center report to their respective Chairs who report to the Dean of the School of Medicine, Dr. Steve Nelson.

The projected annual operating budgets of the LSUHSC-NO Epilepsy Center range from approximately \$1,625,874 in Year 1 (AY 2018 – 2019) to \$1,784,873 in Year 5 (AY 2022-2023). The major portions of the revenue for the Center are from contracts with the University Medical Center New Orleans, Children’s Hospital of New Orleans, and LSU Health; all of which cover the estimated costs for the Center.

4. Review of Documents Related to Referenced Matter

A complete Board of Regents Request Form C: Request for Continued Approval of an Existing Research Unit and budget are on file with the LSU Office of Academic Affairs

5. Certification of Compliance with Article III, Section 7 of the Bylaws of Louisiana State University Board of Supervisors

Appropriate certification has been provided by the campus, and this executive report includes all applicable information required by the Bylaws.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the Request for Continued Approval of the Epilepsy Center from LSU Health Sciences Center – New Orleans, subject to approval by the Louisiana Board of Regents.



**Recommendation to Approve Conferral of Degrees at the
2019 Summer Commencement Exercises**

To: Members of the Board of Supervisors

Date: May 31, 2019

1. Summary of Matter

The campuses of LSU are seeking approval of degrees to be conferred on candidates meeting degree requirements for graduation commencement exercises:

LSU A&M	August 2, 2019 9:00 AM Maravich Assembly Center
	August 14, 2019 Conferral of LAW degrees only
LSU Alexandria	August 18, 2019 Conferring of degrees only
LSU Eunice	August 11, 2019 Conferring of degrees only
LSU Health Sciences Center New Orleans	August 10, 2019 Conferring of degrees only
	September 14, 2019 Conferring of MSD degrees only
LSU Health Sciences Center Shreveport	August 10, 2019 10:00 AM Shreveport Convention Center
LSU Shreveport	August 7, 2019 Conferring of degrees only

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2019 summer commencement exercises (August 2, 7, 10, 11, 14, 18, and September 14).



Request from LSU Health Sciences Center – New Orleans to Authorize the President to Enter Into a Lease Agreement with the City Of New Orleans for Air Rights to Construct an Elevated Walkway Located on the LSUHSC-NO Downtown Campus

To: Members of the Board of Supervisors

Date: May 31, 2019

This is a significant board matter pursuant to the Board’s Bylaws, Art. VII, Sec. 1:

C.1 The lease of any immovable property, as lessee or lessor, where the lease is potentially for a term of more than five (5) years

1. Summary of the Matter

The LSU Health Sciences Center – New Orleans (LSUHSC-NO) in support of its mission, wishes to lease air rights from the City of New Orleans for the purpose of constructing an elevated walkway over a city street to access an expansion currently under construction to the existing Clinical Sciences Research Building (CSRB). The expansion of the CSRB is part of a FEMA funded mitigation project related to Hurricane Katrina.

2. Review of Business Plan

Not Applicable.

3. Fiscal Impact

There is no fiscal impact; no lease cost is anticipated.

4. Description of Competitive Process

Not Applicable.

5. Review of Legal Documents

The lease agreement is to be provided by the City of New Orleans upon their receipt of the Board’s certified delegation of authority to President Alexander to enter into an agreement. LSUHSC-NO requests authority be granted to President Alexander or his designee to negotiate the terms of the agreement.

6. Parties of Interest

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, LSU Health Sciences Center – New Orleans, and the City of New Orleans.

7. Related Transactions

Not applicable

8. Conflicts of Interest

Not Applicable.

ATTACHMENTS

- I. Transmittal Letter from Chancellor Hollier
- II. Campus Map with Location of Future Elevated Walkway
- III. Detailed Location for Future Elevated Walkway

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University, or his designee, to execute a Lease Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the City of New Orleans for air rights to an elevated walkway located across a City street within the boundaries of the LSUHSC-NO Downtown Campus.

BE IT FURTHER RESOLVED that F. King Alexander, President of Louisiana State University, or his designee, is authorized to include in said Lease Agreement such terms and conditions as he deems in the best interest of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
 SCHOOL OF DENTISTRY
 SCHOOL OF GRADUATE STUDIES
 SCHOOL OF NURSING
 SCHOOL OF MEDICINE IN NEW ORLEANS
 SCHOOL OF PUBLIC HEALTH

 May 6, 2019

Dr. F. King Alexander
 President and Chancellor
 LSU System Office
 381 West Lakeshore Drive, Room 107
 Baton Rouge, LA 70808

Dear Dr. Alexander,

Pursuant to the following clause within Article VII, Section C.1 Lease of Immovable Property, of the Bylaws of the Louisiana State University Board of Supervisors, this matter is a "significant board matter:"

The lease of any immovable property, as lessee or lessor, where the lease is potentially for more than five (5) years.

The LSU Health Sciences Center – New Orleans (LSU HEALTH NEW ORLEANS) proposes to enter into a Lease Agreement with the City of New Orleans for air rights for the purpose of constructing an elevated walkway over a City street to access an expansion currently under construction of the existing Clinical Sciences Research Building. The initial term is for an indefinite period greater than five (5) years.

The lease agreement document is to be provided by the City of New Orleans upon their receipt of the Board's certified delegation of authority to President Alexander to enter into an agreement. LSUHSC-NO requests authority be granted to President Alexander to negotiate the terms of the agreement. We anticipate the air rights to be granted at no cost.

The Health Sciences Center is respectfully requesting approval of this lease. I certify to the best of my knowledge that I have provided all necessary documentation and am seeking your review and favorable consideration. Thank you for your assistance.

Respectfully yours,

A handwritten signature in cursive script that reads "Larry Hollier, MD".

Larry Hollier, MD
 Chancellor

Attachments

 LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER • 433 BOLIVAR STREET • SUITE 815 • NEW ORLEANS, LOUISIANA 70112-2223

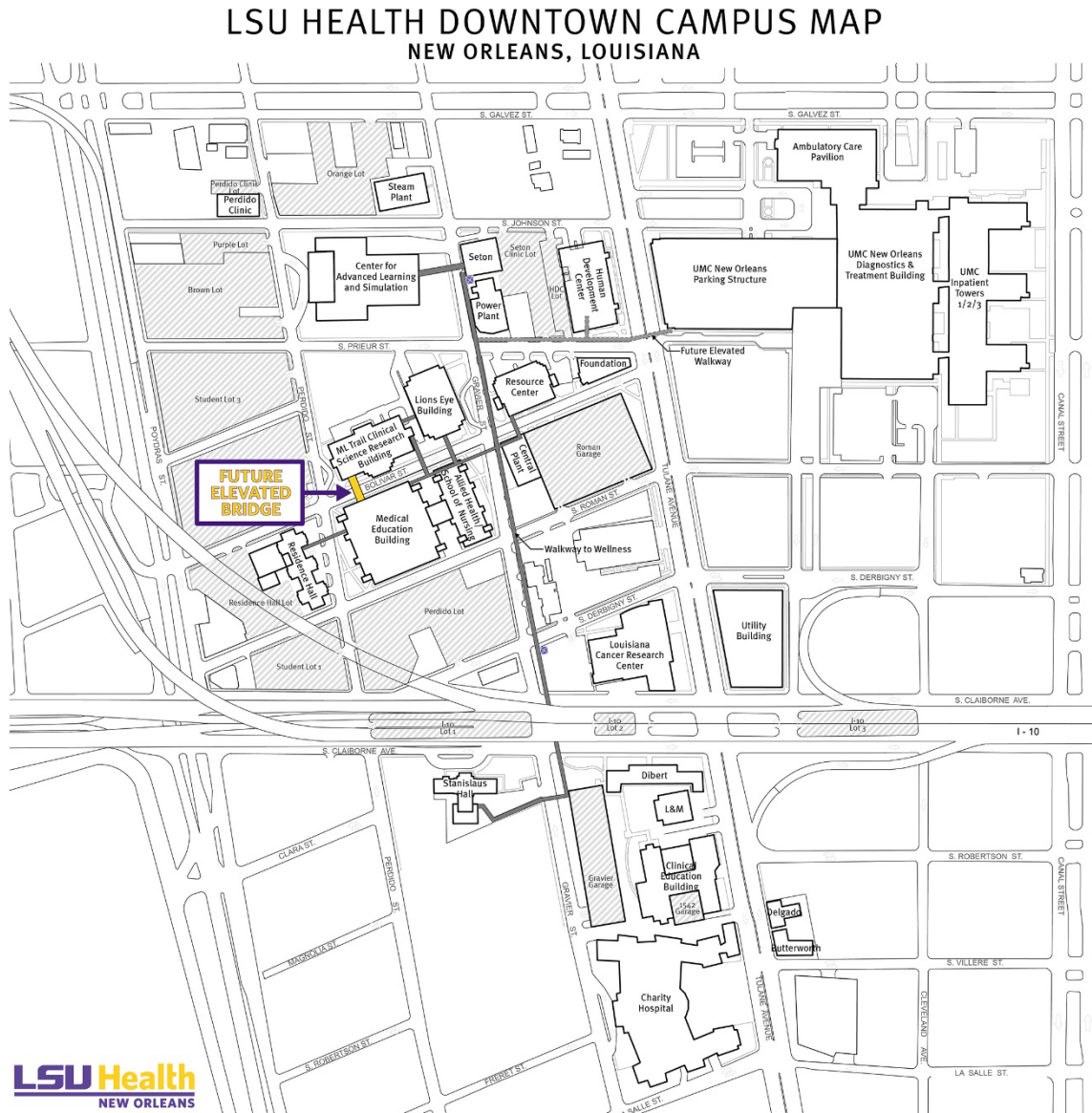
PHONE (504) 568-4800 • FAX (504) 568-5177 • WWW.LSUHSC.EDU

ATTACHMENT II

AIR RIGHTS TO BUILD ELEVATED WALKWAY

The future elevated walkway connects the Medical Education Building and Clinical Sciences Research Building at the LSU Health New Orleans Downtown Campus

Figure 1. LSU Health Campus Map with Location of Future Elevated Walkway

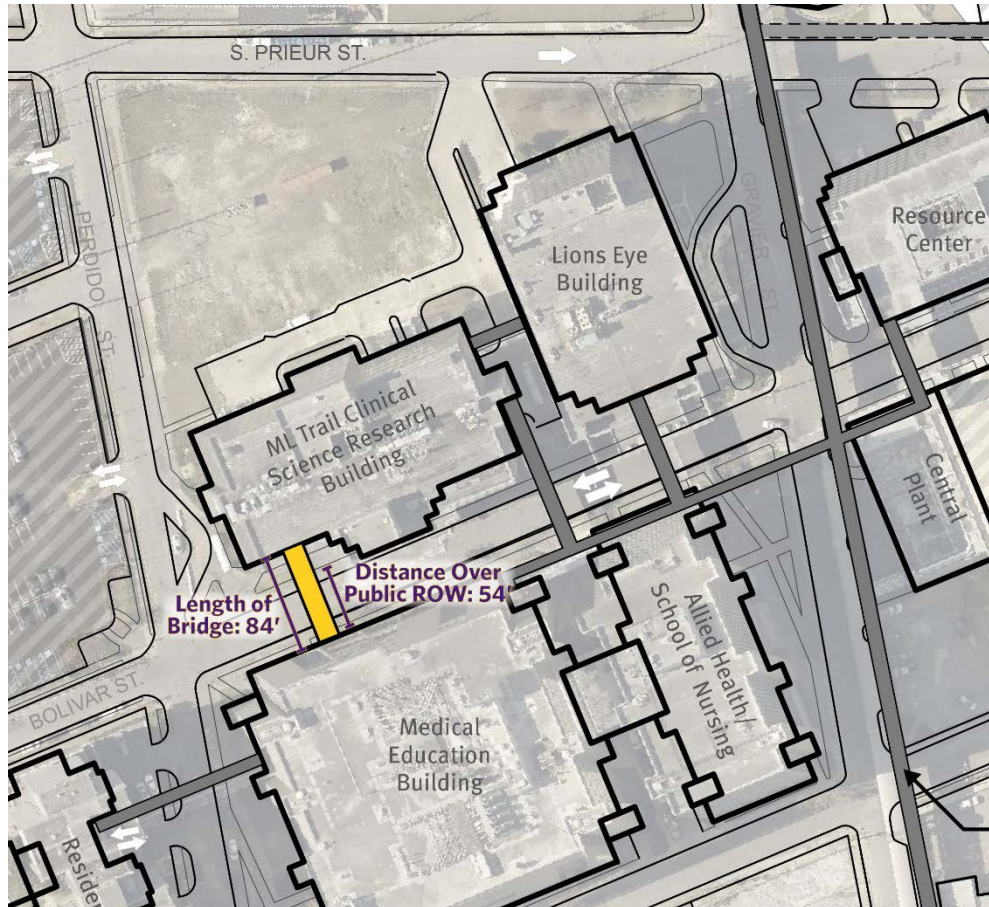


ATTACHMENT III

AIR RIGHTS TO BUILD ELEVATED WALKWAY

FUTURE ELEVATED WALKWAY The future elevated walkway spans across the public right of way along Bolivar Street on the LSU Health New Orleans Campus

Figure 1. Detailed Location for the Future Elevated Walkway



The bridge will span Bolivar Street from the second floor of the Medical Education Building, 1901 Perdido Street, to the second floor the MLT Clinical Sciences Research Building, 533 Bolivar Street. The buildings are located on SQ 464 and SQ 496 respectively, in the First Municipal District of the City of New Orleans, Parish of Orleans, State of Louisiana.

The bridge will be 84' long and span across 54' of public right of way with supports located on property owned by the LSU A&M Board of Supervisors. The bridge will be 15' wide and approximately 15' above the center line of the street.



**Request from LSU to Amend the FY 2019-2020 Capital Outlay Budget
Request for Louisiana State University to Include the Roadway
Improvements at LSU Innovation Park Project**

To: Members of the Board of Supervisors

Date: May 29, 2019

This is a significant board matter pursuant to the Board’s Bylaws, Art. VII, Sec. 2:

B. Capital outlay prioritization must be approved by the Board or Executive Committee.

1. Summary of Matter

At its September 7, 2018 meeting, the Board of Supervisors approved the FY 2019-2020 Capital Outlay Budget Request for Louisiana State University in accordance with state law and established procedures.

LSU requests the “**Construction of Roadway at LSU Innovation Park**” project be included in the FY 2019-2020 Capital Outlay Budget Request in the “New” projects category. Approximately \$1,800,000 is completely funded by grants and commitments to funding as follows:

\$1,100,000	U.S. Department of Commerce’s Economic Development Administration
\$500,000	Louisiana Economic Development
<u>\$200,000</u>	Research Park Corporation
\$1,800,000	Total

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

Not applicable.

4. Description of Competitive Process

Will comply with state laws for design and construction

5. Review of Legal Documents

Not applicable.

6. Parties of Interest

Not applicable.

7. Related Transactions

Not applicable.

8. Conflicts of Interest

None

ATTACHMENTS

- I. Project Summary Sheet

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2019-2020 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to include the project listed below:

LSU

Construction of Roadway Improvements at LSU Innovation Park

Category: New Project

Total Project Cost: \$1,800,000

FY2019-2020 CAPITAL OUTLAY PROJECT SUMMARY SHEET

ATTACHMENT I

Institution: LSU
Name of Project: Roadway Improvements at
LSU Innovation Park
**Year Project Originally
Requested by Institution/System:** 2018

NEED:

The need for a new entry from LA 30 directly into LSU Innovation Park was identified in the 2009 Master Plan created for the Park site.

PROJECT DESCRIPTION:

LSU Innovation Park Roadway Improvements Project includes a new entry into LSU Innovation Park directly from Louisiana Highway 30 (LA30). The scope includes development of a boulevard type roadway on an existing old farm road that would extend from LA30 approximately 1,800 feet into the property to connect to the existing concrete roadway, Gulf South Parkway, which continues the remaining distance through the property. The southern 1,100 feet of roadway is proposed to be a boulevard separated by a median and the northern 700 feet of road is proposed to be a two-lane roadway. The composition is anticipate to be concrete with mountable curb and closed cub and gutter drainage system. The scope includes site preparation, the concrete roadway, subsurface drainage, and appropriate turn lanes on LS 30.

PROJECT FUNDING:

\$1,100,000	U.S. Department of Commerce's' Economic Development Administration
\$500,000	Louisiana Economic Development
<u>\$200,000</u>	Research Park Corporation
\$1,800,000	Total



**Request from LSU A&M to Approve Compensation Changes for
James T. Moffitt, Head Strength Coach**

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks to approve a compensation change effective January 1, 2019 to increase the total base pay from \$415,000 to \$430,000 (3.61%) per the employment agreement approved by the Board of Supervisors in January 2017.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the contract as executed.

ATTACHMENTS

- I. Memorandum of Agreement: James T. Moffitt, Head Strength Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to approve the proposed compensation change.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to approve the compensation change for James T. Moffitt as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract James T. Moffitt, Head Strength Coach

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2017	3/31/2020	3 Year		a
	Base Salary	\$ 320,000	\$ 400,000	\$ 80,000	25%	a
	Supplemental Media Comp.	\$ -	\$ -	\$ -		a
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Club Membership	Yes	Yes			a
	Other					c
Total Certain Compensation		\$ 320,000	\$ 400,000	\$ 80,000	25%	d

Notes (a) Coach Moffitt will have a three year contract. Base salary for January 2018 through December 2018, increases to \$415,000 and for January 2019 through March 2020, it increases to \$430,000. The automobile allowance payment is up to \$800/month. Club membership is at the option of the Head Coach.

(b) As per Schedule A of Coach Moffitt's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

(c) Not applicable

(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

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 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 James T. Moffitt (“EMPLOYEE”):

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

- A. “LSU”: The campus of Louisiana State University and Agricultural and Mechanical College which is located in Baton Rouge, Louisiana.
- B. “President”: The President of Louisiana State University and Agricultural and Mechanical College.
- C. “Athletic Director”: The Vice Chancellor and Director of Athletics at LSU.
- D. “Base Salary Amount”: The annual sum of:

Four Hundred Thousand and No/100 dollars (\$400,000.00) – Effective January 1, 2017 through December 31, 2017.

Four Hundred Fifteen Thousand and No/100 dollars (\$415,000.00)–Effective January 1, 2018 through December 31,2018.

Four Hundred Thirty Thousand and No/100 dollars (\$430,000.00) – Effective January 1, 2019 through March 31, 2020 (Partial Year is Pro Rated)
- E. “Start Date”: January 1, 2017.
- F. “End Date”: March 31, 2020.
- G. “Program”: The intercollegiate Strength & Conditioning program at LSU.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

EMPLOYEE



LSU:



2. **Employment.** LSU does hereby employ EMPLOYEE as Strength Coach of the Program. EMPLOYEE will report directly to the Sr. Associate Athletic Director of the Program and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

3. **Duties and Responsibilities.** As Strength Coach of Program, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Sr. Associate Athletic Director so long as such duties are consistent with those duties typically assigned to Strength Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Program and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, 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**";

EMPLOYEE: 

LSU: 

- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;
- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. Cultivating and maintaining reasonable interaction with members of the LSU community, in accordance with the policies and instructions of the Athletic Director;
- J. Using reasonable efforts to exercise 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 Program and LSU;




- K. 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;
-
- L. 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; and
- M. Performing all other reasonable duties customarily performed by strength coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five;.
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 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU’s regular monthly payroll date. 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 EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.


- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE 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 post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear 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. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

EMPLOYEE: 

LSU: 

7. **Incentive Compensation.**

- A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the 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 and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.
- B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap

EMPLOYEE: 

LSU: 

established for such compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

-
8. **Retirement and Fringe Benefits.** EMPLOYEE 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 Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 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. 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 Amount 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. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following
-

EMPLOYEE: 

LSU: 

benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable from affiliated foundation funds, subject to approval of such involved foundation which shall not be unreasonably withheld; (ii) business-related (non-personal) expenses incurred in accordance with LSU and foundation policy will be reimbursed from affiliated foundation funds; and (iii) EMPLOYEE shall be responsible for payment of all personal charges;
- B. Mobile communications device and service for business purposes; and
- C. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.

EMPLOYEE: 

LSU: 

9. **Additional Revenue.**

A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE 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. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), 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 EMPLOYEE for any sums or damages other than compensation 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 the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, “cause” for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (3) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE’s ability to perform the obligations contained herein without adverse impact on the Team or Program; or (iii) constitutes moral

EMPLOYEE: 

LSU: 

turpitude or breaches the high moral and ethical standards applicable to EMPLOYEE as a visible representative of LSU;

- (4) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (5) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (6) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (7)
 - (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or
 - (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (8)
 - (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is propounded by LSU, the NCAA, the

EMPLOYEE: 

LSU: 

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 (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (9) (i) Participating 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, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (10) (i) 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 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 (ii) counseling, instructing, or encouraging any student athlete or other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;
- (11) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period

as to substantially impair EMPLOYEE's ability to perform the duties herein;

- (12) Selling, purchasing, using, or possessing 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 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;
- (13) Knowingly encouraging or permitting 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 Rules;
- (14) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (15) Subject to any right of administrative appeal permitted or granted to EMPLOYEE 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 EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which

EMPLOYEE: 

LSU: 

were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education);

or

- (16) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), 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 EMPLOYEE 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. The termination date shall be the date on which written notice of

EMPLOYEE: 

LSU: 

termination is given, or on such later date as may be set forth by LSU in the written notice of termination.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the amount of compensation received by EMPLOYEE and the amount of offset due to LSU.
- (5) The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a contract for personal services. The

EMPLOYEE: John

LSU: MM

parties recognize that termination of this Agreement by LSU prior to its expiration by lapse of term would cause EMPLOYEE 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 EMPLOYEE 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 provided for 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.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), 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 EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or

EMPLOYEE: 

LSU: 

(iii) 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. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) fifty 50% percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE accepts employment with another Southeastern Conference program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty (20%) percent of all remaining guaranteed Base Salary due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any other than that defined in Section 11(C)(2)(i), above. EMPLOYEE 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. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to



pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director and upon approval by the President, if EMPLOYEE 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 factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE'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 EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) 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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of

EMPLOYEE: 

LSU: 

recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended 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. EMPLOYEE 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 End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE 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 EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for 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.

EMPLOYEE:



LSU:



- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative 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 (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, 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, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive 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 completely in favor of EMPLOYEE, and does not



otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or 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 EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time, which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, 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.

EMPLOYEE: 

LSU: 

F. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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 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 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 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 set forth in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

EMPLOYEE: 

LSU: 

12. **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 EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE 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 EMPLOYEE.

13. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or 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.

14. **Amendments to Contract.** This Agreement may be amended only by a written instrument duly approved by LSU through its designated representatives and accepted by

EMPLOYEE: 

LSU: 

EMPLOYEE, 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. EMPLOYEE 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.

15. **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.
16. **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.
17. **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.
18. **"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,

EMPLOYEE: 

LSU: 

hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirement of law, legislative enactment, or executive order, or an act of God.

19. **Governing Laws.** 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.
-

EMPLOYEE:



LSU:



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

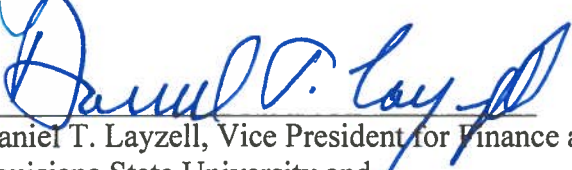
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 _____
James T. Moffitt 11/8/17
Date

RECOMMENDED:

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

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

Schedule A – Supplemental Terms for James T. Moffitt.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated January 20, 2017, entered into between LSU and James T. Moffitt, to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation paid shall be \$75,000:

- | | | |
|----|--|-------------|
| a) | Western Division Representative SEC Championship Game | \$10,000 OR |
| | SEC Football Champions | \$15,000 |
| | AND the highest goal attained of any one of the following: | |
| b) | Non College Football Playoff (CFP) Bowl Participant | \$10,000 OR |
| c) | CFP Bowl Participant | \$25,000 OR |
| d) | CFP Semifinal Game Participant | \$35,000 OR |
| e) | CFP National Championship Game Participant | \$45,000 OR |
| f) | CFP National Champion | \$60,000 |

2. All other provisions of the Agreement remain unchanged.

[Signatures on Next Page]

EMPLOYEE:



LSU:




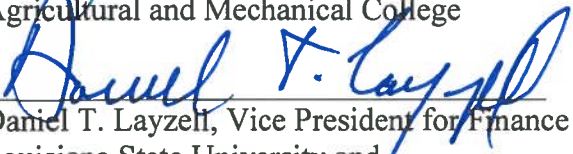
APPROVED:

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 11/8/17
James T. Moffitt Date

RECOMMENDED:


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


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



Request from LSU A&M to Approve Employment Contract with Robert L. “Mickey” Joseph, Jr., Assistant Coach Football

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Robert L. “Mickey” Joseph, Jr., Assistant Coach Football. The key terms of the proposed contract is summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	3/31/2019	3/31/2021	\$225,000	\$300,000	33%

Notes:

- (a) 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.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Robert L. “Mickey” Joseph, Jr., Assistant Coach Football

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Robert L. "Mickey" Joseph, Jr. as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract

Robert L. "Mickey" Joseph, Jr., Assistant Coach Football

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	3/31/2019	3/31/2021	2 Year		a
	Base Salary	\$ 225,000	\$ 300,000	\$ 75,000	33%	a
	Supplemental Media Comp.	\$ -		\$ -		
<i>Incentive</i>	Post-Season (max)	\$ 75,000	\$ 75,000	\$ -	0%	b
	Academic (max)	\$ -	\$ -	\$ -		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 9,600	\$ -		a
	Other					
Total Certain Compensation		\$ 225,000	\$ 300,000	\$ 75,000	33%	c


Notes

(a) Coach Joseph's contract includes a two year extension and salary increase. Automobile payment is up to \$800/month.

(b) As per Schedule A of Coach Joseph's contract, he will receive set amounts for team achievements in SEC and for post season bowl compensation.

(c) 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.

Recommended


 Scott Woodward
 Athletic Director

Reviewed, No Objections

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

Reviewed, No objections

 Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 31st day of May, 2019, 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 Robert L. “Mickey” Joseph, Jr. (“EMPLOYEE”):

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 Director of Athletics at LSU A&M.
- D. “Base Salary Amount”: The annual sum of Three Hundred Thousand and No/100 dollars (\$300,000). The amount is pro-rated for partial years.
- E. “Start Date”: May 1, 2019.
- F. “End Date”: March 31, 2021.
- G. “Program”: The intercollegiate Football program at LSU A&M.
- H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ EMPLOYEE as Assistant Coach of the Team. EMPLOYEE will report directly to the Head Coach of the Team and through him to the Athletic Director. It is the goal of the parties that Employee will serve in such position throughout the term of this Agreement.

EMPLOYEE: MJ

LSU: MKE

3. **Duties and Responsibilities.** As Assistant Coach of Team, EMPLOYEE's duties and responsibilities shall include the following, all subject to law, LSU policy, and the directives, input, and advice of the Athletic Director and the Head Coach of the Team:

- A. Performing all duties reasonably assigned to EMPLOYEE by the Head Coach of the Team or the Athletic Director so long as such duties are consistent with those duties typically assigned to Assistant Coaches at colleges or universities that compete in the college football classification generally known as the Power Five, within the National Collegiate Athletic Association ("NCAA");
- B. Promoting the success of the Team and its student athletes both athletically and academically;
- C. Being reasonably knowledgeable, with reasonable assistance from LSU, of: (i) all applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, 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**";
- D. Complying with all Governing Athletics Regulations;
- E. Promptly reporting any known or reasonably suspected violation(s) of Governing Athletics Regulations to the Athletic Director and the Associate Athletic Director for Compliance;

- F. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU, the SEC, or the NCAA at any time;
- G. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- H. 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;
- I. 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 Athletic Director;
- J. Using reasonable efforts to exercise 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 Program and LSU;
- K. 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;

- L. 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;
 - M. Performing all other reasonable duties customarily performed by football assistant coaches serving at colleges or universities that compete in the NCAA college football classification generally known as the Power Five; and
 - N. Refusing or failing to perform any duties reasonably related to EMPLOYEE's position, or refusal or unwillingness to perform such duties or comply with directions of the Head Coach of the Team or Athletic Director in good faith and to the best of EMPLOYEE's abilities.
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 11 of this Agreement. This Agreement will automatically be renewed for an additional period of one year effective the day after the End Date and each anniversary thereof unless the Agreement has been terminated pursuant to Section 11 or written notice of non-renewal has been given by either party at least 30 days before the End Date.
5. **Base Salary.** LSU agrees to pay EMPLOYEE the Base Salary Amount annually, in twelve (12) equal monthly installments on LSU's regular monthly payroll date. 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 EMPLOYEE'S Base Salary Amount be reduced as a result of any such review.

6. Supplemental Compensation.

- A. In addition to the salary described above, EMPLOYEE each contract year may receive Supplemental Compensation in an amount not to exceed Ten Thousand and No/100 (\$10,000.00) dollars contingent on EMPLOYEE appearing on or participating in, as requested, University sanctioned television, radio and internet program concerning LSU and the Team. The amount of Supplemental Compensation to EMPLOYEE shall be based on the number of radio, television, and internet programs in which the EMPLOYEE participates or appears and shall be determined by the Athletic Director. Any amount earned by EMPLOYEE pursuant to this provision shall be considered earned on the date(s) on which EMPLOYEE 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 post season play.
- B. Without the prior written approval of the President, EMPLOYEE shall not appear 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. EMPLOYEE shall not appear in or make any commercial or make any commercial endorsement without the prior written approval of the President and the Athletic Director. Such approval shall not be unreasonably withheld.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season game(s), EMPLOYEE may earn Post-Season Incentive Compensation as 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. The additional sum or sums, if payable, shall be considered earned only if EMPLOYEE is coaching Team on the date of the 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 and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation.

B. **Academic Incentive Compensation.** In the event LSU adopts policies and procedures providing for incentive payments to EMPLOYEE for attainment by the Team of certain academic performance goals, LSU will pay EMPLOYEE Academic Incentive Compensation in accordance with those policies and procedures. The additional sum or sums, if payable, shall be considered earned on the date(s) set forth in such policies and procedures. More than one (1) academic incentive may be earned by EMPLOYEE during a single contract year; however, the total amount of Academic Incentive Compensation shall not exceed any cap established for such

EMPLOYEE: MJ

LSU: me

compensation in LSU's policies and procedures. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation. To be eligible for such compensation, EMPLOYEE must be employed by LSU on the date on which the incentives are considered earned.

8. **Retirement and Fringe Benefits.** EMPLOYEE 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 Post-Season Incentive Compensation and in accordance with the limitations of state retirement laws and regulations. EMPLOYEE acknowledges that sums paid or authorized under Sections 6 (Supplemental Compensation), 7.B (Academic Incentive Compensation), 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. 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 Amount 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. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, EMPLOYEE will also receive the following benefits, part or all of which

may be payable from affiliated foundation funds, subject to approval of LSU and the involved foundation:

- A. Mobile communications device and service for business purposes;
- B. (i) An annual automobile allowance in an amount not to exceed \$800 per month or, to the extent consistent with state ethics law, use of courtesy vehicle(s) provided by dealership(s); and (ii) related automobile insurance reimbursed from affiliated foundation funds.
- C. As part of any third-party apparel and/or equipment related contract with LSU, COACH acknowledges and agrees that 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 COACH in furtherance of COACH's employment duties and Team-related activities as applicable to COACH's employment with LSU.
- D. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

9. **Additional Revenue.**

A. Subject to the limitations imposed by this Section and compliance with applicable laws and Governing Athletics Regulations, if any, and LSU's PM-11, EMPLOYEE may earn or receive other revenue ("Additional Revenue") while employed by LSU, including sponsoring or working with sports camps or clinics, provided, however, that EMPLOYEE shall obtain prior written approval from the Athletic Director or President, which approval shall not be unreasonably withheld, before engaging in any commercial or private venture, including the use of EMPLOYEE's name by any commercial, public or private entity.

B. LSU does not guarantee any amount of Additional Revenue.

10. **Sports Camps.** Subject to limitations imposed by this Section and compliance with applicable laws, LSU policies and procedures, and Governing Athletics Regulations, EMPLOYEE may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional income to EMPLOYEE from operation of sports camps/clinics. EMPLOYEE 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. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by LSU for Cause.** This Agreement may be terminated for cause by LSU, acting through the President, at any time prior to its expiration, upon written notice to EMPLOYEE. In the event of termination for cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), and all other compensation

EMPLOYEE: ms

LSU: Mde

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 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 the existence of cause for termination shall not be made arbitrarily or capriciously by LSU, and EMPLOYEE will be afforded a reasonable opportunity to present LSU, through the President and Athletic Director, with facts or information relevant to the stated cause(s) for termination.

For purposes of this Section, "cause" for termination shall include but not be limited to the following:

- (1) Committing a material violation of Governing Athletics Regulations, or failing promptly to report any known or reasonably suspected material violation by another person to the Athletic Director and the Associate Athletic Director for Compliance;
- (2) Exhibiting and/or displaying behavior, whether through verbal, non-verbal or other conduct that is insubordinate or inconsistent with EMPLOYEE's duties and responsibilities as set forth in Section 3;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings

EMPLOYEE into substantial public disrepute sufficient to materially impair EMPLOYEE's ability to perform the obligations contained herein without 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;

- (5) Unreasonably refusing or repeatedly failing to perform any duties imposed upon EMPLOYEE herein (including, but not limited to, those duties and responsibilities set forth in Section 3 of this Agreement), or failing to perform the same to the best of EMPLOYEE's reasonable ability, after written notice to EMPLOYEE of LSU's reasonable expectation;
- (6) Knowingly committing material or repeated violations of any provision of this Agreement, provided said initial violations are not cured within ten (10) days of EMPLOYEE's receipt of written notice of the same;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;

- (9) (i) Failing to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of any duties herein or during any prior employment at any other institution of higher learning, which request or inquiry is 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 (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;
- (10) (i) Participating 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, or any other method of gambling; or (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any student athlete or other individual under or subject to EMPLOYEE's control, authority, or supervision to participate in such activity;
- (11) (i) 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 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 (ii) counseling, instructing, or encouraging any student athlete or

other individual under EMPLOYEE's control, authority, or supervision to furnish such information or data;

- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair EMPLOYEE's ability to perform the duties herein;
- (13) Selling, purchasing, using, or possessing 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 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;
- (14) Knowingly encouraging or permitting 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 Rules;
- (15) (i) Failing to reasonably cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) Subject to any right of administrative appeal permitted or granted to EMPLOYEE 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 EMPLOYEE of NCAA or SEC rules, or of any such major or repetitive violations by others under the direct supervision of EMPLOYEE which were knowingly and intentionally permitted, encouraged, or condoned by EMPLOYEE, or about which violations EMPLOYEE knew and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this subsection includes findings or determinations of violations during employment of EMPLOYEE at any other institution of higher education); or

- (17) Failing to report promptly to the Athletic Director and the Associate Athletic Director for Compliance any material violations of Governing Athletics Regulations involving the Team of which EMPLOYEE has actual knowledge.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to EMPLOYEE. In such event, LSU will pay EMPLOYEE liquidated damages, in lieu of any and all compensation or sums otherwise due under the terms of this Agreement, and in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by LSU without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), 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 EMPLOYEE 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. 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.

- (2) Liquidated damages under this Section 11.B will be the Base Salary Amount and the guaranteed Supplemental Compensation Amount, if any, for the remaining term of this Agreement, including any extended term. A partial year shall be prorated.
- (3) Liquidated damages under this Section 11.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) In the event of termination by LSU without cause, the amount of liquidated damages owed by LSU under this Section 11.B shall be reduced and extinguished by and to the extent of any compensation EMPLOYEE earns, receives, or is entitled to receive from the termination date until LSU's obligation pursuant to this Section 11.B to EMPLOYEE terminates or ceases to exist. EMPLOYEE shall exercise due diligence and good faith in seeking other athletically-related employment as soon as practicable at a prevailing market salary resulting from arm's length negotiations. In the event EMPLOYEE obtains other employment, EMPLOYEE will notify LSU and provide any and all documentation requested by LSU to determine the

amount of compensation received by EMPLOYEE and the amount of offset due to LSU.

- (5) 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 EMPLOYEE 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 EMPLOYEE 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 provided for 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.

C. Termination by EMPLOYEE Without Cause.

- (1) EMPLOYEE shall have the right to terminate this Agreement without cause upon written notice to LSU. In the event EMPLOYEE terminates this Agreement without cause, EMPLOYEE will pay LSU liquidated damages, in lieu of any and all other legal remedies or equitable relief. In the event of termination by EMPLOYEE without cause, EMPLOYEE's Base Salary Amount, Supplemental Compensation (if any), 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 EMPLOYEE, shall be the earlier of: (i) the date on which EMPLOYEE provides written notice of termination to LSU; (ii) the date on which EMPLOYEE accepts employment from another employer; or (iii) 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. EMPLOYEE shall be obligated and hereby agrees to provide LSU written notice of termination within twenty-four (24) hours of accepting employment, whether verbally or in writing, with another employer. LSU shall not thereafter be liable to EMPLOYEE for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.

- (2) Liquidated damages under this Section 11.C shall be (i) fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or (ii) twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if EMPLOYEE terminates this Agreement without cause for any non-head coaching employment or reason other than that defined in Section 11(C)(2)(i), above. EMPLOYEE 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. EMPLOYEE must notify LSU in writing of the payment option he elects on or before the date the first monthly installment would be due. If EMPLOYEE elects the lump sum option, payment in full shall be due on or before sixty (60) days after the termination date. If EMPLOYEE elects to pay in monthly installments, each installment shall be due on or before the last day of each remaining month in the Agreement.

- (3) Liquidated damages under this Section 11.C may be waived, in the discretion of the Athletic Director, if EMPLOYEE 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 factors such as, but not limited to, EMPLOYEE's length of service with LSU, whether EMPLOYEE is taking another athletically-related job, the impact the timing of EMPLOYEE's notice has on the Team (whether it is given before, during, or after the Team's season and recruiting period), EMPLOYEE'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 EMPLOYEE, and the impact requiring the payment of liquidated damages would have on recruiting and retaining other similarly-situated coaches.
- (4) 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 EMPLOYEE prior to its expiration by lapse of term, including any extended term, would cause LSU to incur administrative, recruiting, and resettlement costs in obtaining a replacement for EMPLOYEE's position with Team, in addition to potentially increased compensation costs and loss of ticket revenues, loss of recruits or current student-athletes, and intangible damages such as damages to LSU and/or the Program's reputation and goodwill, which damages are impossible to determine with any certainty. EMPLOYEE recognizes that his promise to work for LSU until this Agreement's expiration by lapse of term (including any extended 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. EMPLOYEE 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 End Date (including any extended term). The payment owed pursuant to this liquidated damages provision is to reimburse LSU for expenses resulting from EMPLOYEE's early resignation or termination, including but not limited to: (i) searching for, recruiting and hiring a replacement for EMPLOYEE, (ii) relocating a replacement employee, and (iii) buying out the previous contract, if applicable, of a replacement employee. EMPLOYEE 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

EMPLOYEE: MS

LSU: MM

termination by EMPLOYEE. In addition, the parties expressly agree that all liquidated damages provided for 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.

- (5) Unless notice of termination under this Section 11 has been given by either party, neither EMPLOYEE nor EMPLOYEE's agent or representative 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 (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 11.A, LSU may impose disciplinary sanctions less severe than termination upon EMPLOYEE, 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, which shall not be exercised arbitrarily or capriciously.
- (2) LSU may suspend EMPLOYEE for an indefinite period during any investigation by LSU, another governmental entity, or the NCAA or SEC to determine whether EMPLOYEE has violated any laws or Governing

Athletics Regulations. During such suspension, EMPLOYEE shall receive only the Base Salary Amount, and shall not be entitled to receive 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 completely in favor of EMPLOYEE, and does not otherwise represent an independent basis for termination herein for cause, LSU shall pay or make available to EMPLOYEE the benefits and other compensation herein otherwise payable to EMPLOYEE during the period of suspension. Any such benefits which are payable pursuant to this Agreement by an affiliated foundation shall only be paid by such affiliated foundation, subject to its approval. Suspension under this subsection shall not be considered a waiver of nor shall it limit any rights of LSU to terminate EMPLOYEE for cause.

- (3) EMPLOYEE shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or 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 EMPLOYEE or the incapacity of EMPLOYEE to perform the obligations described in this Agreement with or without reasonable accommodation by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue indefinitely or beyond a reasonable period of time,

which shall not be less than sixty (60) days, unless otherwise mutually agreed to by the parties in writing, 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. **Exclusive Remedies and Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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 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 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 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 set forth

EMPLOYEE: mj

LSU: [Signature]

in Section 2, above, and that EMPLOYEE's sole remedies are provided herein and shall not extend to injunctive relief. EMPLOYEE further acknowledges and agrees that EMPLOYEE is not eligible for and will not be considered for or granted tenure by LSU.

12. **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 EMPLOYEE by LSU or developed by EMPLOYEE on behalf of or at the expense of LSU or otherwise in connection with LSU's employment of EMPLOYEE are and shall remain the sole and confidential property of LSU. EMPLOYEE shall be entitled to retain a copy of game plans, self-scout reports and cut ups developed during the term of this Agreement. Within ten (10) days following the expiration or termination of this Agreement, EMPLOYEE shall cause any such materials in EMPLOYEE's possession or control to be delivered to LSU. At the same time, EMPLOYEE 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 EMPLOYEE.
13. **Annual Leave and Overtime.** 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 in excess of 40 hours per week during Team's season, post-season, and recruiting period, while having fewer responsibilities in the off-season), EMPLOYEE will **not** earn or accrue annual leave, nor will EMPLOYEE be entitled to any overtime pay or compensatory leave for work in excess of 40 hours in any one week.

EMPLOYEE's Base Salary has been mutually negotiated with this understanding, and both EMPLOYEE and LSU agree that the Base Salary Amount would be less if EMPLOYEE were entitled to earn annual leave.

A. If any administrative tribunal, statewide elected official, or 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 to 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 he will be credited with annual leave pursuant to this Section 13. In the alternative, if not prohibited by the ruling or otherwise disallowed by law, EMPLOYEE may waive his right to annual leave (both retroactively and/or prospectively) in lieu of making the payments that would otherwise be required under this Section 13. EMPLOYEE will accrue and use sick leave in accordance with LSU policy.

EMPLOYEE: MJ

LSU: [Signature]

B. EMPLOYEE is required to receive authorization from Head Coach of Team (or the Head Coach's designee) prior to being absent from EMPLOYEE's usual duties and responsibilities which authorization shall not be unreasonably withheld.

14. **Entire Contract.** This Agreement, including Schedule A, constitutes and expresses the entire agreement and understanding of the parties concerning the employment of EMPLOYEE by LSU and shall, upon the effective date hereof, supersede any other oral or 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.
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 EMPLOYEE, 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. EMPLOYEE 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 requirement of law, legislative enactment, or executive order, or an act of God.
20. **Governing Laws.** 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, Ph.D., President Date
Louisiana State University and
Agricultural and Mechanical College

 5/1/15
Robert L. "Mickey" Joseph, Jr. Date

RECOMMENDED:


Scott Woodward, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

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

Schedule A – Supplemental Terms for Robert L. “Mickey” Joseph, Jr.

This Schedule A supplements and further defines the provisions of the Employment Agreement dated May 31, 2019, entered into between LSU and Robert L. “Mickey” Joseph, Jr., to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in Section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, and based on attaining the goals, shown below. The maximum aggregate amount of Post-Season Incentive Compensation allowable to be paid shall be \$75,000:

- | | | |
|----|---|-------------|
| a) | Western Division Representative SEC Championship Game | \$10,000 OR |
| | SEC Champions | \$15,000 |

AND the highest goal attained of any one of the following:

- | | | |
|----|---|-------------|
| b) | Non College Football Playoff (CFP) Bowl Participant | \$10,000 OR |
| c) | CFP Bowl Participant | \$25,000 OR |
| d) | CFP Semifinal Game Participant | \$35,000 OR |
| e) | CFP National Championship Game Participant | \$45,000 OR |
| f) | CFP National Champion | \$60,000 |

2. All other provisions of the Agreement remain unchanged.

Approved:

For LSU by:

F. King Alexander, Ph.D., President
Louisiana State University System

By:


Robert L. “Mickey” Joseph, Jr.

EMPLOYEE: 

LSU: 



Request from LSU A&M to Approve Employment Contract with Jeffrey J. Clark, Co-Head Coach Gymnastics

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Jeffrey J. Clark, Co-Head Coach Gymnastics. The key terms of the proposed contract is summarized below:

Contract Action	Term		Total Certain Compensation ^a		
	Current	Proposed	Current	Proposed	Increase
Extension	6/30/2019	6/30/2024	\$165,000	\$205,000	24%

Notes:

- (a) 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.

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Jeffrey J. Clark, Co-Head Coach Gymnastics

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Jeffrey J. Clark as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.



Summary of Athletic Coaching Contract Jeffrey J. Clark, Co-Head Coach Gymnastics

		<i>Current</i>	<i>Proposed</i>	<i>Change</i>	<i>%</i>	<i>Notes</i>
<i>Basic</i>	Term Ends	6/30/2019	6/30/2024	5 years		a
	Base Salary	\$ 165,000	\$ 200,000	\$ 35,000	21%	a
	Supplemental Comp.	\$ -	\$ 5,000	\$ 5,000		a
<i>Incentive</i>	Post-Season (max)	\$ 61,050	\$ 100,000	\$ 38,950	64%	b
	Academic (max)	\$ -	\$ 5,000	\$ 5,000		
<i>Benefits</i>	Automobile	\$ 9,600	\$ 11,988	\$ 2,388	25%	
	Other					c
Total Certain Compensation		\$ 165,000	\$ 205,000	\$ 40,000	24%	d

Notes

(a) Coach Clark's contract includes a title change to Co-Head Coach, with a five year extension and salary increase. Base salary for June 2019 through June 2020, increases to \$200,000, fiscal year 2021 increases to \$205,000, fiscal year 2022 increases to \$210,000, fiscal year 2023 increases to \$215,000, and fiscal year 2024 increases to \$225,000. Automobile allowance is up to \$999/month.

(b) As per Schedule A of Coach Clark's contract, he will receive set amounts for team achievements in SEC and post season compensation.

(c) Not applicable

(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

Scott Woodward
Athletic Director

Reviewed, No Objections

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

Tom Skinner, LSU General Counsel

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of this 31st day of May 2019, 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 Jeffrey J. Clark (“COACH”):

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

A. “LSU”: The campus of LSU which is located in Baton Rouge, Louisiana.

B. “President”: The President of LSU.

C. “Athletic Director”: The Director of Athletics at LSU.

D. “Base Salary Amount”: The annual sum of:

Two Hundred Thousand and No/100 dollars (\$200,000) – Effective June 1, 2019 through June 30, 2020.

Two Hundred Five thousand and No/100 dollars (\$205,000) – Effective July 1, 2020 through June 30, 2021

Two Hundred Ten Thousand and No/100 dollars (\$210,000) – Effective July 1, 2021 through June 30, 2022

Two Hundred Fifteen Thousand and No/100 dollars (\$215,000) – Effective July 1, 2022 through June 30, 2023.

Two hundred Twenty Five Thousand and No/100 dollars (\$225,000) – Effective July 1, 2023 through June 30, 2024.

E. “Start Date”: June 1, 2019.

F. “End Date”: June 30, 2024.

G. “Program”: The intercollegiate Women’s Gymnastics program at LSU A&M.

H. “Team”: The intercollegiate athletic team which is a part of the Program.

2. **Employment.** LSU does hereby employ COACH as Co-Head Coach of the Team. COACH will report directly to the Athletic Director and through the Athletic Director to the President. COACH will be responsible for the Program at LSU. COACH hereby agrees to accept such employment and to devote full-time attention to the performance of the duties herein.

3. **Duties and Responsibilities.** As Co-Head Coach of Team, COACH's duties and responsibilities shall include the following, all subject to law, LSU policy, 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;
 - B. Administering, managing, and leading the Program in an effort to effectively compete in National Collegiate Athletic Association (NCAA) play;
 - C. Hiring and managing the assistant coaches and other athletic staff necessary and appropriate to assist COACH in meeting the responsibilities herein;
 - D. Directing the Program, including management of staff, budget, and other resources;
 - E. Being reasonably knowledgeable, with reasonable assistance of LSU, of: (i) applicable federal and state laws governing intercollegiate athletics; and (ii) all governing constitutions, by-laws, rules, policies, interpretations, 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 Associate Athletic Director for Compliance;
- H. Cooperating fully in any investigation of possible NCAA violations conducted or authorized by LSU or the NCAA at any time;
- I. Reasonably observing, respecting, and promoting the principles of institutional control in the Program;
- J. Reasonably understanding, observing, and upholding LSU’s reasonable, 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 consistently with LSU’s mission (provided said mission is reasonable and communicated to COACH in writing);
- K. Using reasonable and good faith personal efforts to cultivate and maintain effective relations with the Board of Supervisors, affiliated foundations, 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 obtain 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 coaches in Team's sport of commensurate rank serving other NCAA member institutions.
4. **Term.** The term ("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. This Agreement will automatically renew on a monthly basis effective the day after the End Date unless the Agreement has been terminated pursuant to Section 12 or written notice of non-renewal has been given by either party to the other at least 30 days before the End Date.

5. **Base Salary.** LSU agrees to pay COACH the Base Salary Amount annually, in twelve (12) equal monthly installments.

6. **Supplemental Compensation.**

- A. In addition to the salary described above, COACH each contract year will receive Supplemental Compensation in an amount of Five Thousand and No/100ths dollars (\$5,000.00) 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 based on the number of radio, television, and internet programs in which COACH participates or appears and 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.

7. **Incentive Compensation.**

A. **Post-Season Incentive Compensation.** In the event the Team participates in post-season games, LSU agrees to 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 and for meeting the goals set forth in Schedule A, which is attached to and made a part of this Agreement. 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 provide additional services required in the preparation for and participation in post-season play and 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 the Program is the minimum APR multi-year score established by the NCAA (current minimum score is 930) in any one contract year, LSU agrees to pay COACH additional compensation in the amount of Five Thousand and No/100 dollars (\$5,000) per

contract year. 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. Academic 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.

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 Post-Season Incentive Compensation. During the term of this Agreement and in accordance with applicable LSU policy and applicable law, COACH will also receive the following benefits, part or all of which may be payable from affiliated foundation funds, subject to approval of LSU and the foundation:

A. Membership(s) in a social club, such as the University Club of Baton Rouge, provided that: (i) monthly dues shall be payable 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.

B. Mobile communications device and service;

- C. An annual automobile allowance in the amount not to exceed \$999 per month or, to the extent consistent with state ethics law, use of courtesy vehicle provided by dealership and related insurance reimbursed from affiliated foundation funds;
- D. COACH will be allowed to invite guest(s) for travel to athletic events as per the LSU Travel Handbook. Any guest(s) must be approved for travel on chartered or commercial transportation by the Athletic Director or his/her designee; and
- E. Other customary, reasonable and related employee benefits to be provided by foundations affiliated with LSU, as authorized by the President after a review by the LSU System General Counsel and a determination that such benefits are in compliance with LSU policy and the Louisiana Code of Ethics.

8. Additional Revenue.

Subject to compliance with Governing Athletics Regulations, including but not limited to current NCAA Bylaw 11.2 and 11.3, *et seq.*, 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, which approval shall not be unreasonably withheld, from the President before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually to the President and the Athletic Director on January 31st, in writing, in compliance with NCAA Bylaw 11.2.2 and 11.2.2.1, and any applicable LSU policy, all athletically-related income from sources outside LSU, and LSU shall have reasonable access to all records of COACH to verify this report. LSU does not guarantee any amount of Additional Revenue.

COACH shall not, without written approval of the President and the Athletic Director, arrange for or agree to the receipt by any assistant 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 sports camps, or as otherwise authorized by LSU in accordance with PM-11.

9. **Sports Camps.** COACH, subject to Governing Athletics Regulations and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at LSU. LSU does not guarantee or provide any supplemental compensation or additional revenue from operation of sports camps/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.

10. **Assignment and Retirement Benefits.**

A. **Assignment.** To the extent permitted by law, COACH may require LSU to contract with a separate legal entity, whether under the control of COACH or not, for the performance of any services by COACH required or authorized under Sections 6 (Supplemental Compensation, if any) and 10 (Sports Camps). The form of the contract shall be subject to the approval of LSU, which approval shall not be unreasonably withheld.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for LSU or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid or authorized under Section 6

(Supplemental Compensation, if any), 7.B (Academic Incentive Compensation), 8 (Fringe Benefits), 9 (Additional Revenue), and 10 (Sports Camps) of this Agreement 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. Only the Base Salary Amount and any Post Season Incentive Compensation earned pursuant to Section 7.A shall be considered for the purpose of computation of retirement benefits.

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

A. **Termination by LSU for Cause.** This Agreement may be terminated for "cause" by LSU, acting through the President, at any time prior to its expiration, upon written notice to COACH. In the event of termination for cause, COACH's Base Salary Amount, Supplemental Compensation (if any), 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 compensation 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.

For purposes of this Section, “cause” for termination shall be defined as:

(1) Committing a material and substantial violation (including repeated secondary violations) 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;

- (2) Commission of a 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 COACH knew or had constructive knowledge that it was about to occur or was occurring, or (ii) 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;
- (3) Committing or being convicted of either: (i) any felony; or (ii) any misdemeanor involving gambling, drugs, or alcohol;
- (4) Engaging in serious misconduct which either: (i) displays a continual, serious disrespect or continual, serious disregard for the mission of LSU; (ii) brings COACH into substantial public disrepute sufficient to materially impair COACH'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 COACH as a visible representative of LSU;
- (5) 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 of this Agreement), or failing to perform the same to the best of

COACH's reasonable ability, after written notice to COACH of LSU's reasonable expectation;

- (6) 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;
- (7) Prolonged absence from LSU without its consent, which will not unreasonably be withheld;
- (8) (i) Intentionally or with reckless disregard for the truth committing fraud in the performance of any duties and responsibilities herein, including, but not limited to, fraud in the preparation, falsification, or alteration of documents or records of LSU, the NCAA, or the SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, and compliance reports; or (ii) counseling, instructing, encouraging, or knowingly permitting any other person to commit such fraud;
- (9) (i) Failing to respond reasonably accurately and fully 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 (ii) counseling, instructing, encouraging, or knowingly and intentionally permitting any other person to fail to so respond;

- (10) (i) Participating 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, or any other method of gambling; or (ii) 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;
- (11) (i) 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 constructive knowledge) to be a gambler, better, or bookmaker, or an agent of any such person; or (ii) 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;
- (12) Using or consuming alcoholic beverages or controlled substances, steroids, or other drugs or chemicals to such degree and for such appreciable period as to substantially impair COACH's ability to perform the duties herein;
- (13) 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.

- (14) 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;
- (15) (i) Failing reasonably to cooperate in the investigation and enforcement of Governing Athletics Regulations; or (ii) counseling, instructing, or encouraging any other person to fail to cooperate in such investigation and enforcement;
- (16) 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 should have known (constructive knowledge), and should have acted reasonably to prevent, limit, or mitigate (it is recognized that this sub-section includes findings or determinations of violations during employment of COACH at any other institution of higher education); or
- (17) Failing to report promptly to the Associate Athletic Director for Compliance any violations of Governing Athletics Regulations involving the Team of which COACH has actual knowledge.

Any judgment as to whether the criteria contained in this section 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 a hearing on the contemplated action. A hearing will be held by the President or his designee(s), and at the 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.

All compensation, including salary, benefits, and other remuneration set forth in this Agreement incidental to COACH's employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

B. Termination by LSU Without Cause.

- (1) LSU shall have the right to terminate this Agreement without cause upon written notice to COACH. 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 (if any), 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. 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.

- (2) Liquidated damages under this Section 12.B will be the Base Salary per year for the remaining term of this Agreement, including any extended term. A partial year shall be pro-rated.
- (3) Liquidated damages under this Section 12.B will be paid in equal monthly installments over a period of time equal to the amount of time then remaining in the term of this Agreement, including any extended term.
- (4) 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.
- (5) 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 penalty.

C. Termination by COACH Without Cause.

- (1) Upon completion of the 2021 Gymnastics Post Season (usually mid-April), COACH shall have the right to terminate this Agreement without cause upon written notice to LSU and COACH shall not be liable to LSU for liquidated damages as set forth in Section 12.C.(2). In the event COACH terminates this Agreement prior to the end of the 2021 Gymnastics Post Season, 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 (if any), Fringe Benefits, and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, which shall be no later than thirty days after the written notice is provided to LSU (unless otherwise mutually agreed by LSU and COACH), and LSU shall not thereafter be liable to COACH for any sums or damages other than any compensation earned pursuant to this Agreement prior to the termination date.
- (2) Liquidated damages under this Section 12.C will be 15% 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.

- (3) 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 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.
- (4) 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, which damages are impossible to determine with any certainty.
- (5) Unless notice of termination under this Section 12 has been given by either party, neither COACH nor COACH's agent 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 (including media and sports marketing) prospective employer without giving at least 24 hours prior written notice to the President and the Athletic Director.

D. Suspension or Other Disciplinary Action.

- (1) In lieu of termination for cause, and apart from any rights it may have under Section 12.A, LSU may impose disciplinary sanctions less severe than termination upon COACH, 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, which shall not be exercised arbitrarily or capriciously.
- (2) 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, and shall not be entitled to receive 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 completely in favor of COACH, and does not otherwise represent an independent basis for termination herein 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 benefits which are 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.

- (3) 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 obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time, but not less than one hundred twenty (120) days, this Agreement shall terminate as a termination with cause and all future obligations between the parties shall cease upon the termination date reasonably established by LSU, unless otherwise required by law.
- F. **Waiver of Claims.** The financial consequences of termination of this Agreement or suspension herein 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 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. COACH further acknowledges and agrees that COACH is not eligible for will not be considered for or granted 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 take out key man insurance or other insurance on the life of COACH. COACH shall reasonably cooperate in the underwriting and issuance of any such insurance.

12. **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.

13. **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.
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. It 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.
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

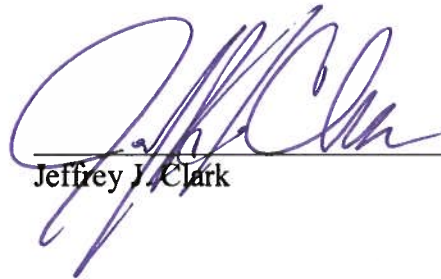
delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

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

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


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

By: _____
F. King Alexander, President Date
Louisiana State University and
Agricultural and Mechanical College

 4-25-19

Jeffrey J. Clark Date

RECOMMENDED:



Scott Woodward, Director of Athletics
Louisiana State University and
Agricultural and Mechanical College

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

Schedule A – Supplemental Terms for Jeffrey J. Clark

This Schedule A supplements and further defines the provisions of the Employment Agreement dated May 31, 2019 entered into between LSU and Jeffrey J. Clark to which it is attached (the “Agreement”). In the event of a direct and clear conflict between the other provisions of the Agreement and this Schedule A, the provisions of this Schedule A shall control.

1. Subject to the terms and conditions set forth in section 7.A of the Agreement, EMPLOYEE shall receive Post-Season Incentive Compensation in the amounts, based on attaining the goals, shown below. The maximum amount of Post-Season Incentive Compensation for achievements a) through g) shall be \$100,000 per contract year:

- a) SEC Meet Champion \$ 15,000
- b) SEC Regular Season Champion \$ 15,000
- c) NCAA Selection \$ 10,000
- d) NCAA Top 16 Competition \$ 10,000
- e) NCAA Top 8 Competition \$ 10,000
- f) NCAA Final 4 Competition \$ 20,000
- g) NCAA National Champions \$ 20,000

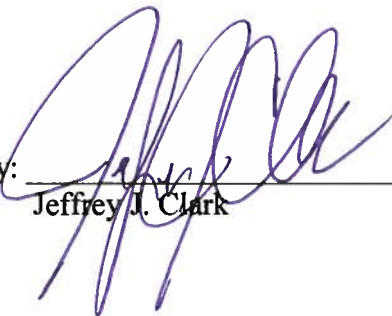
and the following based on recognition (maximum amount \$25,000):

- h) SEC Coach of the Year \$ 10,000
- i) National Coach of the Year (as named by the NACWGC) \$ 15,000

2. All other provisions of the Agreement remain unchanged by this Schedule A.

Approved:

By: _____
F. King Alexander, President
Louisiana State University and
Agricultural and Mechanical College

By:  _____
Jeffrey J. Clark



Request from LSU Shreveport to Approve Employment Contract with Ashley Holland, Head Women’s Soccer Coach

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Ashley Holland, Head Women’s Soccer Coach. The key terms of the proposed contract is summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Current</u>	<u>Total Certain Compensation^a</u>			<u>Overall Increase</u>
	<u>Current</u>	<u>Proposed</u>		<u>Proposed Year 1</u>	<u>Proposed Year 2</u>	<u>Proposed Year 3</u>	
Extension	6/30/2019	6/30/2022	\$37,875	\$39,125	\$40,375	\$41,625	9.9%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Ashley Holland, Head Women’s Soccer Coach.

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Ashley Holland as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT
CONTRACT OF EMPLOYMENT
for Ashley Holland

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2019, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Ashley Holland, Head Women's Soccer Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Women's Soccer Coach and has selected the coach to perform those services,

NOW, THISEFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Ashley Holland as Head Women's Soccer Coach at Louisiana State University in Shreveport, and Ashley Holland does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Soccer Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use her position as Head Women's Soccer Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One: \$2500
Year Two: \$3000
Year Three: \$3500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2019 to June 30, 2022, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$39,125) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$40,375) Dollars payable in 12 equal installments:

Third Year of Contract

Fiscal Year 2022 (starting July 2021, ending June 2022) (\$41,625) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon her annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the Women's Soccer operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay her assistant coaches at her discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will

not be required to take leave while conducting camps run through the University budget.

- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for herself in her private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of

University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the dates(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixth (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
 - i. **Red River Athletic Conference Regular Season Championship**
Five Hundred and No/100 dollars (\$500)
 - ii. **Red River Athletic Conference Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - iii. **National Association of Intercollegiate Athletics National Tournament**
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of One Thousand Two Hundred and No/100 dollars (\$1250)
 - iv. **National Association of Intercollegiate Athletics National Championship**
Fifteen hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid

within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference**– Five Hundred and No/100 dollars (\$500)
- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. OUTSIDE INCOME

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of her University employment and the University shall have no responsibility for any claims arising this from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS

COACH shall abide by the rules and regulations of the NAIA, Conference and University rules. If COACH is personally found to be in violation of NAIA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. COACH may be suspended for a period of time, without pay, or employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination For Cause: Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or her designee, to ensure that such activities are in compliance with University policies.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. 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 this in order to render it valid and enforceable.

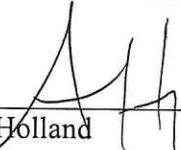
14. FORCE MAJEURE

Neither party shall be considered in default performance of her or its 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.

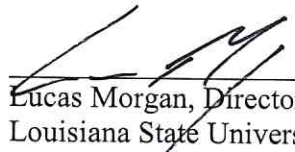
The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, have executed this Agreement on the day, month and year first above written.

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

By: _____
F. King Alexander, President Date
Louisiana State University and Agricultural and Mechanical College

By:  _____ Date
Ashley Holland 5/10/19

RECOMMENDED:

 _____ Date
Lucas Morgan, Director of Athletics 5/9/19
Louisiana State University in Shreveport

Lawrence Clark May 9, 2019

Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport



Request from LSU Shreveport to Approve Employment Contract with Matthew Strickland, Head Women’s Basketball Coach

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Matthew Strickland, Head Women’s Basketball Coach. The key terms of the proposed contract is summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Current</u>	<u>Total Certain Compensation^a</u>			<u>Overall Increase</u>
	<u>Current</u>	<u>Proposed</u>		<u>Proposed Year 1</u>	<u>Proposed Year 2</u>	<u>Proposed Year 3</u>	
New Hire	N/A	6/30/2022	N/A	\$53,500	\$54,750	\$56,000	4.67%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Matthew Strickland, Head Women’s Basketball Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Matthew Strickland as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT
CONTRACT OF EMPLOYMENT
for Matthew Strickland

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2019, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Matthew Strickland, Head Women's Basketball Coach (hereinafter "COACH") of Louisiana State University in Shreveport. This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Women's Basketball Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Matthew Strickland as Head Women's Basketball Coach at Louisiana State University in Shreveport, and Matthew Strickland does hereby accept said employment and agrees to perform all those services pertaining to Head Women's Basketball Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Women's Basketball Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One Goal: \$2500
Year Two Goal: \$3000
Year Three Goal: \$3500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2019 to June 30, 2022, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$53,500) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$54,750) Dollars payable in 12 equal installments:

Third Year of Contract

Fiscal Year 2022 (starting July 2021, ending June 2022) (\$56,000) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the Women's Basketball operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will not be required to take leave while conducting camps run through the University budget.

- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational

campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. The additional sum or sums, if payable, shall be considered earned on the dates(s) services are provided for each game at which a post-season goal is attained (or, for RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixth (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
 - i. **Red River Athletic Conference Regular Season Championship**
Five Hundred and No/100 dollars (\$500)
 - ii. **Red River Athletic Conference Tournament Championship**
Five Hundred and No/100 dollars (\$500)
 - iii. **National Association of Intercollegiate Athletics National Tournament**
Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of Twelve Hundred Fifty and No/100 dollars (\$1250)
 - iv. **National Association of Intercollegiate Athletics National Championship**
Fifteen Hundred and No/100 dollars (\$1500)
- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the

Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

- i. **Red River Athletic Conference, Louisiana Sports Writers' Association, Louisiana Basketball Coaches' Association** – Five Hundred and No/100 dollars (\$500)

NOTE: This incentive may be achieved a maximum of one (1) time by receiving award from any one of the three (3) organizations listed. Receiving award from two or more of the organizations listed will result in incentive being payable to COACH only one (1) time.

- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. **OUTSIDE INCOME**

COACH shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the Louisiana State University System policies.

COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NAIA AND CONFERENCE REGULATIONS**

COACH shall abide by the rules and regulations of the NAIA, Conference and University rules. If COACH is personally found to be in violation of NAIA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NAIA enforcement procedures. COACH may be suspended for a period of time, without pay, or employment of COACH may be terminated if COACH is found to be personally guilty of deliberate and serious violations of NAIA, Conference and University regulations.

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the Louisiana State University System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

The liquidated damages shall be due and payable in a lump sum within sixty (60) days of COACH's final date of employment at Louisiana State University in Shreveport.

Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and the LSUS Foundation of any obligations to make further payments.

Termination For Cause: Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NAIA or conference regulations or university policies or procedures.

COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. ASSOCIATE/ASSISTANT COACHES

COACH shall have the authority to select the associate and assistant coaches with consent of the Director of Athletics and Chancellor. Associate and assistant coaches shall be appointed as University unclassified employees.

11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

13. 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.

14. FORCE MAJEURE

Neither party shall be considered in default performance of her or its 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.

The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, 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, President Date
Louisiana State University and Agricultural and Mechanical College

By: Matthew Strickland _____ May, 10, 2019
Matthew Strickland Date

RECOMMENDED:

Lucas Morgan _____ April 30, 2019
Lucas Morgan, Director of Athletics Date
Louisiana State University in Shreveport

Lawrence Clark _____ May 9, 2019
Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport



**Request from LSU Shreveport to Approve Employment Contract
with Phillip Bohn, Head Men’s Soccer Coach**

To: Members of the Board of Supervisors

Date: May 31, 2019

Pursuant to Article II, Section 5 of the Regulations of the Louisiana State University Board of Supervisors, this matter is a significant board matter.

A.1. Appointments and all other personnel actions relating to the President, Head Coaches and Athletic Directors.

1. Summary of the Matter

This resolution seeks approval of the proposed employment contract for Phillip Bohn, Head Men’s Soccer Coach. The key terms of the proposed contract is summarized below:

<u>Contract Action</u>	<u>Term</u>		<u>Current</u>	<u>Total Certain Compensation^a</u>			<u>Overall Increase</u>
	<u>Current</u>	<u>Proposed</u>		<u>Proposed Year 1</u>	<u>Proposed Year 2</u>	<u>Proposed Year 3</u>	
Extension	6/30/2019	6/30/2022	\$46,460	\$47,500	\$48,750	\$50,000	7.6%

2. Review of Business Plan

Not applicable.

3. Fiscal Impact

The Athletic Department currently expects that all funds relating to this employment contract will be paid from revenues generated by the Athletic Department. While authorized by the contract, it is not expected that any foundation dollars will be needed to provide for any of the supplemental compensation. No state general fund or tuition dollars are used.

4. Review of Documents Related to Referenced Matter

The Office of General Counsel has reviewed the proposed contract.

ATTACHMENTS

- I. Memorandum of Agreement: Phillip Bohn, Head Men’s Soccer Coach

RECOMMENDATION:

Based on the recommendation of the Athletic Director, it is recommended that the Board authorize the President to sign the proposed contract with the listed coach.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to sign the contract with Phillip Bohn as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

LOUISIANA STATE UNIVERSITY IN SHREVEPORT

**CONTRACT OF EMPLOYMENT
for Phillip Bohn**

STATE OF LOUISIANA

PARISH OF CADDO

THIS AGREEMENT, made and entered into as of this 1st day of July, 2019, by and between Louisiana State University in Shreveport (hereinafter "University") represented by Lawrence Clark, Chancellor, the Louisiana State University in Shreveport Foundation (hereinafter "Foundation") and Phillip Bohn, Head Men's Soccer Coach (hereinafter "COACH") of Louisiana State University in Shreveport . This agreement is subject to the approval of the Board of Supervisors for the Louisiana State University System (hereinafter "Board"), the management board for Louisiana State University in Shreveport and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Men's Soccer Coach and has selected the coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Phillip Bohn as Head Men's Soccer Coach at Louisiana State University in Shreveport, and Phillip Bohn does hereby accept said employment and agrees to perform all those services pertaining to Head Men's Soccer Coach as prescribed by the University through the Chancellor and the Director of Athletics.

- 1.1. COACH shall be responsible, and shall report, directly to Louisiana State University in Shreveport's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Louisiana State University in Shreveport's Chancellor.
- 1.2. COACH shall manage and supervise the team and shall perform such other duties in Louisiana State University in Shreveport's athletic program as the Director may assign.
- 1.3. COACH agrees to represent Louisiana State University in Shreveport positively in public and private forums and shall not engage in conduct that reflects adversely on Louisiana State University in Shreveport or its athletic programs.
- 1.4. COACH agrees to use his position as Head Men's Soccer Coach to assist in external fund/revenue-raising (that can include revenue after expenses from summer camps deposited into the program support fund) with annual goals set forth by the Chancellor through the Director of Athletics for:

Year One: \$2500
Year Two: \$3000
Year Three: \$3500

2. **TERM**

The employment under the terms of this contract shall be for the period of July 1, 2019 to June 30, 2022, subject to approval of the Board. This agreement is renewable solely upon an offer from the University and an acceptance by COACH, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the COACH a claim to tenure in employment, nor shall COACH's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay COACH an annual salary payable in 12 equal installments as follows:

First Year of Contract

Fiscal Year 2020 (starting July 2019, ending June 2020) (\$47,500) Dollars payable in 12 equal installments:

Second Year of Contract

Fiscal Year 2021 (starting July 2020, ending June 2021) (\$48,750) Dollars payable in 12 equal installments:

Three Year of Contract

Fiscal Year 2022 (starting July 2021, ending June 2022) (\$50,000) Dollars payable in 12 equal installments:

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.

4. **EMPLOYEE BENEFITS**

COACH shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 COACH may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into the men's Soccer operating budget or Foundation account. After all expenses are met, COACH may use up to the amount of surplus remaining of the camp funds to pay his assistant coaches at his discretion.
- b. Camps operated through the University budget will not be subject to facility fees.
- c. Conducting camps and clinics is considered a part of COACH's job description related to promoting the University and the athletic department; thus, COACH will

not be required to take leave while conducting camps run through the University budget.

- d. COACH's University budget will not be charged for a personal injury insurance policy approved by the University for camp/clinic participants, but instead will fall under the University coverage for camps/clinics.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. COACH may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - i. Special set-ups or changes in original set-up of facilities will be taken care of by COACH with no cost to the University.
 - ii. COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - iii. COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the Louisiana State University System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - o Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps and clinics.
 - o Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - iv. Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - v. Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - vi. COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - vii. COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of

University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- c. The Director of Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6. INCENTIVE COMPENSATION

- a. **Post-Season Incentive Compensation.** In the event the Team meets the items outlined below, University agrees to pay COACH for Post-Season Incentive Compensation as additional compensation for the extra services required of COACH in the preparation for and participation in post-season play. 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 RRAC Regular Season Champion, the date of the last RRAC game in Team's sport played by any RRAC team during the regular season) and shall be paid within sixty (60) days following the final post-season game in which the Team participates. This Post-Season Incentive Compensation shall be in the amounts and for meeting the goals set forth below. Post-Season Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must provide additional services required in the preparation for and participation in post-season play and must be employed by LSUS as of the date on which the incentives are earned.
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Two Hundred Fifty and No/100 dollars (\$250) per win, maximum of One Thousand and No/100 dollars (\$1000)
 - iv. **National Association of Intercollegiate Athletics National Championship**
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- b. **Academic Incentive Compensation.** In the event the cumulative Grade Point Average (GPA) of all members of the Team meets or exceeds a 3.0 mark for the Fall and Spring semesters combined in any one contract year, the University agrees to pay COACH additional compensation in the amount of Five Hundred and No/100 dollars (\$500) per contract year. The additional compensation, if payable, shall be considered earned on the date on which the GPA for the University is released while COACH is employed at the University and shall be paid within sixty (60) days of such date. Academic Incentive Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.
- c. **Coach of the Year Compensation.** In the event COACH is named "Coach of the Year" by any of the organizations outlined below, the University agrees to pay COACH for Coach of the Year Compensation. The additional compensation, if payable, shall be considered earned on the date on which the organization naming COACH as "Coach of the Year" announces such while COACH is employed at the University and shall be paid

within sixty (60) days of such date. Coach of the Year Compensation may be payable from affiliated foundation funds, subject to approval of the University and the Foundation. To be eligible for such compensation, COACH must be employed by the University as of the date on which the incentives are earned.

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- ii. **National Association of Intercollegiate Athletics** – One Thousand and No/100 dollars (\$1000)

7. **OUTSIDE INCOME**

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COACH shall report annually on the PM-11 to the Chancellor through the Athletic Director each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of COACH to verify this report.

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9. **TERMINATION**

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the Chancellor of the University. If the University terminates the agreement without cause, the COACH shall be entitled to 50% of the base salary that he would have earned for the second year of this contract, less compensation received by the COACH from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th).

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COACH may be terminated by the University for Cause at any time for the following:

- i. Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- ii. Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the University; or (3) brings discredit or harm to the reputation of the University.
- iii. Acts of violence or personal conduct or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the University.
- iv. Substantial and manifest incompetence.
- v. Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- vi. Deliberate and serious violations of NAIA, conference, or University rules, regulations, policies or procedures.
- vii. Failure to promote an atmosphere of compliance
- viii. Unethical conduct

The judgment as to whether the conduct of the COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: COACH may be terminated at any time due to the financial circumstances in which the University and/or the Louisiana State University System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

11. UNIVERSITY FUNDRAISING

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

12. AMENDMENT EXTENSION

This Contract may be amended and/or extended by the mutual consent of the parties, and approved by the Board.

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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.

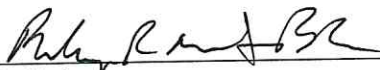
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Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable 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.


The PARTIES hereto, acknowledging that this Agreement is subject to approval from the Board of Supervisors, 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, President Date
Louisiana State University and Agricultural and Mechanical College

By:  5/10/19
Phillip Bohn Date

RECOMMENDED:

 5/9/19
Lucas Morgan, Director of Athletics Date
Louisiana State University in Shreveport

Lawrence Clark May 9, 2019

Lawrence Clark, Chancellor Date
Louisiana State University in Shreveport

Personnel Actions Requiring Board Approval
per PM-69

May 31, 2019

Personnel Actions Requiring Board Approval per PM-69
May 31, 2019

LSU Eunice
Appointments

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Compensation</u>
Nancee Sorenson	Chancellor	6/17/2019	\$225,000

Note: Dr. Sorenson will also receive a temporary car allowance of \$12,000 per year.

LSU Alexandria
Appointments

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Expected End Date</u>	<u>Compensation</u>
Paul Coreil	Interim Chancellor	6/1/2019	6/30/2021	\$235,000

Note: Dr. Coreil will also receive a temporary housing allowance of \$24,000 per year and a car allowance of \$12,000 per year. He will also receive a \$3,000 relocation incentive.

LSU Office of Internal Audit
Revised Fiscal Year 2019 Audit Plan and Status Report
For Audit Committee Approval

Changes to FY 2019 Approved Audit Plan

- **Engagements Added**
 - *Multi-campus Supplier Diversity* – added at request of management to evaluate controls used by Procurement Services to manage the Supplier Diversity Program to ensure achievement of Program goals and accuracy of reporting. **Issued**
 - *HSCNO Financial Controls Consulting* – added at management request to review specified procedures within the Office of Accounting Services. **Issued**
 - *HSCS School of Medicine Financial Controls Consulting* – added at management request to review specified controls within the School of Medicine. **Planning**
- **Engagements Cancelled or Postponed**
 - *Multi-campus - Affiliated Organizations* – postponed pending revisions to the Uniform Affiliation Agreement.
 - *Multi-Campus – Construction* - postponed pending revisions to the Uniform Affiliation Agreement.
 - *HSCS – Employee Travel* – postponed to FY 2020 to provide time for implementation of changes that were recently made to campus travel policies and procedures.

High Priority On-going Audits

- *LSU A & M Research & Development Initiatives* – Review of operations related to *Stephenson Technologies Corp (STC)*. **Reporting**
- *LSU A & M – Payroll* – Review the setup and processing of payroll to ensure employees are compensated accurately including termination pay. **Reporting**
- *Health Sciences Center New Orleans – Compliance Program* – Review of compliance function. **Reporting**
- *LSU A & M – Employee Travel* – Review of employee and departmental analytics for travel, including executive, as well as compliance with University policy and employee justification for travel. **Fieldwork**
- *Multi-campus – IT Asset Management* - Review of physical assets and software applications used to create, store, or transmit sensitive information, and evaluation of related controls. **Fieldwork**
- *LSU A&M – Investment Management* – Review of University controls for managing investments. **Fieldwork**
- *LSU A&M – Emergency/Crisis Management* – Review of University controls over critical incidents including policies, prevention/mitigation strategies, education, training, communication and incident follow-ups. **Planning**

Other On-going Audits

- *LSU – Athletics Compliance* – Limited scope review of athletics compliance. **Reporting**
- *LSU – LaHIT* - Legislative Auditors are reviewing materials provided by LSU and conducting additional procedures related to matters referred to them. **External review - reporting**

- *LSUE – Online and Distance Learning* - Review of University controls to ensure appropriate curriculum development and rigor for online courses. **Fieldwork**
- *HSC Shreveport – Human Resource Management* – Review of employee development/benefits. **Planning**
- *Multi-campus – Lab Safety* – Review of policies and controls designed to ensure safety within research and teaching laboratories. **Planning**
- *HSCS – School of Medicine* – Financial Controls Review Consulting project. **Planning**
- *HSCNO – Physician Services Agreements* – Review of billing procedures and controls of contracts for supervision, professional services, directorships, etc. - **Planning**

Recently Issued Reports

- *HSCNO – Financial Controls (Expenditures)*
- *HSCNO – Financial Controls (Consulting)*
- *Multi-campus Export Controls*
- *Multi-campus – Supplier Diversity*
- *Health Sciences Center New Orleans - Sponsored Program Administration*
- *LSUA – Financial Aid*

FY 2019 Audits Yet Not Started

- LSU A&M – Athletics (Financial/Operations)
- LSU A&M – Lab School Operations
- Multi – Data Management/Data Security
- Multi – Security Awareness and Training
- LSU A&M – Cloud Migration
- HSCNO – Lab Safety
- HSCS – Lab Safety

FY 2018-19 3rd Quarter Consolidated Report on
Personnel Actions Not Requiring Board Approval
in accordance with the
Regulations of the Board of Supervisors

May 31, 2018

Personnel Actions Information Report
Reporting Period: January 2019 - March 2019

LSU

Honorifics						
Name	Effective Date	Academic Rank	Allowance	Named Professorship	Transaction	
Austin, Christopher	1/15/2019	Professor		John Stauffer McIlhenny Distinguished Professorship in Natural Sciences	Honorific	
Jeyaseelan, Samithamby	1/1/2019	Professor		William L. Jenkins Professorship	Honorific	

Promotion and Tenure							
Name	Effective Date	Academic rank	Tenure Status	Prev Salary	New Salary	% Change	Transaction
Dassanayake, Maheshi	1/1/2019	Associate Professor	Tenured	\$81,236	\$86,985	7.08%	Promotion with Tenure
Walimuni Devage, Suniti Kumara	1/1/2019	Associate Professor	Tenured	\$78,858	\$84,512	7.17%	Promotion with Tenure

Leave of Absence				
Name	Effective Date	Academic rank	Last day of Leave - Estimated	Transaction
Srivastava, Ashok	1/1/2019	Professor	5/14/2019	Sabbatical Academic Half Year AY
MacGregor, Susan	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Barrett, Chris	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Martins, Laura	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Buckner, Julia	1/1/2019	Professor	5/14/2019	Sabbatical Academic Half Year AY
Weil, Frederick	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Howe, Blake	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Corbett, William	1/1/2019	Professor of Law	5/14/2019	Sabbatical Academic Half Year AY
Stater, Victor	1/1/2019	Professor	5/14/2019	Sabbatical Academic Half Year AY
Roberts, Kodi	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Edwards, Jean	1/1/2019	Professor of Communication Studies	5/14/2019	Sabbatical Academic Half Year AY
Demastes, William	1/1/2019	Professor	5/14/2019	Sabbatical Academic Half Year AY
Mattza, Carmela	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Ragains, Justin	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Zhang, Donghui	1/1/2019	Professor	5/14/2019	Sabbatical Academic Half Year AY
Corcos, Christine	1/1/2019	Associate Professor	5/14/2019	Sabbatical Academic Half Year AY
Lancaster II, Robert	1/1/2019	Professor - Professional Practice	6/30/2019	Sabbatical Academic Half Year FY
Twilley, Robert	1/1/2019	Executive Director and Profesor	6/30/2019	Sabbatical Academic Half Year FY
Leichman, Jeffrey	1/1/2019	Associate Professor	5/14/2019	Subvention

Personnel Actions						
Name	Effective Date	Title	Prev Salary	New Salary	% Change	Transaction
Plant, Alisa	3/4/2019	Director of University Press	N/A	\$125,000	N/A	New Hire
Westbook, Amy	1/2/2019	Superintendent of Academic Area	N/A	\$170,000	N/A	New Hire
Vidrine, Christopher	1/7/2019	Assistant Vice President	N/A	\$168,000	N/A	New Hire
		Interim Vice President for Research & Economic Development				
Benlley Sr., Samuel	2/4/2019	Development	\$136,800	\$167,197	22.22%	Administrative Appointment
John, Chacko	1/31/2019	Director of Academic Area	N/A	N/A	N/A	Emeritus
Landin, Dennis	1/15/2019	Professor	N/A	N/A	N/A	Emeritus
Honeycutt, James	1/23/2019	Professor	N/A	N/A	N/A	Emeritus

LSU Agricultural Center						
Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Theegala, Chandra	9/1/2018	Professor	\$104,422	\$111,780	7.00%	Equity Adjustment
Boldor, Dorin	9/1/2018	Professor	\$113,083	\$121,003	7.00%	Equity Adjustment
Reichel, Claudette	9/1/2018	Professor	\$100,903	\$107,971	7.00%	Equity Adjustment
Sabilov, Cristina	9/1/2018	Professor	\$122,789	\$131,290	7.00%	Equity Adjustment

Honorifics						
Name	Effective Date	Academic Rank	Allowance	Named Professorship	Transaction	
Taylor, Sabrina	1/1/2019	Associate Professor	\$17,242.24	Weaver Brothers Professorship	Honorific	

LSUHSC-New Orleans

Name	Effective Date	Title	Prev Salary	New Salary	% Net Change	Transaction
Capo, Leslie	2/1/2019	DIRECTOR OF INFORMATION/PUBLIC	\$147,328.08	\$180,000	22.25%	PAY Sal Inc - Equity Adjust Unclas
Gunaldo, Tina	3/1/2019	DIRECTOR OF ACADEMIC AREA	\$122,500	\$134,640	10%	PAY Sal Inc - Equity Adjust Unclas
Habib, Rania	1/1/2019	ASSISTANT PROFESSOR	N/A	\$200,000	N/A	HIR Appointment Unclassified
Lousteau, Bernard	1/1/2019	EXECUTIVE DIR NON ACADEMIC ARE	\$198,144	\$212,014.08	7%	PAY Pay Change Other

LSUHSC-Shreveport

Name	Effective Date	Title	Faculty Rank	Prev Salary	New Salary	% Net Change	Transaction
Davidson,Joel R.	3/1/2019	ASST VICE CHANCELLOR		\$109,200	\$135,000	23.63%	PRO Promotion-Unclass/Admin Duties
Eggerstedt,Jane M	3/15/2019	PROVOST	Professor	\$360,000	\$260,000	-27.78%	PAY Change from Acting Position Un
Massey,Patrick A.	2/1/2019	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$135,200	\$160,000	18.34%	PAY Change in Pay Unclassified
Massey,Patrick A.	2/1/2019	ASSISTANT PROFESSOR - CLINICAL	Assistant Professor	\$13,520	\$135,200	900%	PAY Change in Percent of Effort
Reddy,Pratap C	12/1/2018	PROFESSOR	Professor	\$184,980.64	\$184,980.64	0%	DTA Change in Title Unclassified
White,Robert K	3/15/2019	DEPARTMENT HEAD/CHAIRMAN	Professor	\$150,000	\$200,000	33.33%	PRO Promotion-Unclass/Admin Duties

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APRIL 26, 2019

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MINUTES
REGULAR BOARD MEETING
APRIL 26, 2019

1. Call to Order and Roll Call

Mr. James Williams, Chairman, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College in the Board Room of the University Administration Building at Louisiana State University in Baton Rouge on April 26, 2019.

The office administrator called the roll.

Present:

Mr. James M. Williams, Chairman
Ms. Mary Werner, Chair-Elect
Mr. Stephen J. Perry, Past Chair
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Robert S. Dampf
Ms. Valencia Sarpy Jones
Mr. Stewart Lockett
Mr. Lee Mallet
Mr. James M. Moore, Jr.
Mr. Rémy Voisin Starns
Mr. Jimmie M. Woods

Absent:

Mr. Blake Chatelain
Mr. Robert "Bobby" Yarborough

Also present for the meeting were the following: Dr. F. King Alexander, President of LSU; Mr. Tom Skinner, General Counsel for LSU; LSU officers and administrators from their respective campuses; faculty representatives; interested citizens and representatives of the news media.

Public Comment

There were no individuals registered for public comment.

2. Invocation and Pledge of Allegiance

Mrs. Messina's first grade class from the University Laboratory School, led the Pledge of Allegiance.

Ryan Hoffman, an LSU Biological Sciences senior and Discover LSU student, delivered the invocation

Dr. Amy Westbrook, superintendent of the Lab School, delivered remarks.

Governor John Bel Edwards delivered remarks.

Ryan Hoffman delivered remarks on the impact of LSU Discover.

3. Committee Meetings

The Board recessed the regular meeting to convene the committee meetings.

3A. Academic & Research Committee

Overview of all items on the Academic & Research Committee agenda presented by Dr. Stacia Haynie, Provost.

3.A.1. Request from LSU Shreveport to Split the College of Business, Education & Human Development into Two Colleges

Upon motion of Mr. Moore, seconded by Mr. Lockett, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Shreveport to split the College of Business, Education & Human Development into two colleges, the College of Business and the College of Education & Human Development, subject to approval by the Louisiana Board of Regents.

3.A.2. Request from LSU Shreveport to Change the Institutional Mission Statement

Upon motion of Mr. Armentor, seconded by Mr. Lockett, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the following Mission Statement from LSU Shreveport.

Mission Statement for Louisiana State University – Shreveport

Mission

- Educate a diverse population of graduate and undergraduate students by promoting critical thought and student development through creative techniques and active learning.
- Engage in regional and global thought leadership through community collaboration and service.
- Innovate and foster opportunities to enhance the application of knowledge and intellectual discovery through faculty and student research and creative endeavors.

LSU Shreveport is committed to:

1. Student Success
2. Academic Excellence
3. Faculty and Staff Development
4. Community Engagement
5. Cultural Enrichment

3.A.3. Request from LSU A&M to Establish a Doctor of Philosophy in Industrial Engineering

Upon motion of Ms. Jones, seconded by Mr. Moore, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request to establish a Doctor of Philosophy in Industrial Engineering at LSU A&M, subject to approval by the Louisiana Board of Regents.

3.A.4. CONSENT AGENDA

1. Request from LSUHSC-Shreveport for Conditional, One-Year Approval of the Center for Tissue Engineering and Regenerative Medicine
2. Request from LSUHSC-NO for Conditional, One-Year Approval of the Center for Evidence-Based Practices in Behavioral Health
3. Request from LSU A&M to Increase the Curriculum Hours of the B.S. in Construction Management
4. Request from LSU Alexandria to Change the Name of the B.S. in Eldercare Administration to Long Term Care Administration
5. Request from LSU Agricultural Center to Establish the Mosquito Insecticide Resistance Scholarship
6. Request from LSU A&M to Change the Name of the CB&I Energy Innovation Laboratory to the McDermott Energy Innovation Laboratory
7. Recommendation to Approve Conferral Dates at the 2019 Spring Commencement Exercises

Upon motion of Mr. Lockett, seconded by Mr. Armentor, the Committee voted unanimously to approve the following resolutions of the Consent Agenda:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences -Shreveport for one-year, conditional approval of the Center for Tissue Engineering and Regenerative Medicine, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the request from LSU Health Sciences -New Orleans for one-year, conditional approval of the Center for Evidence-Based Practice in Behavioral Health, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve an increase in hours to the B.S. in Construction Management from 122 to 125.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve changing the name of the B.S. in Eldercare Administration to the B.S. in Long Term Care Administration, subject to approval by the Louisiana Board of Regents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the establishment of the Mosquito Insecticide Resistance Scholarship at the LSU Agricultural Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the request from LSU

A&M to change the name of the CB&I Energy Innovation Laboratory to the McDermott Energy Innovation Laboratory.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2019 spring commencement exercises (May 9, 10, 11, 16, and 25).

3.B. Property & Facilities Committee

Items on the Property & Facilities Committee Agenda were presented by Dan Layzell, Executive Vice President for Finance and Administration and Tony Lombardo, Associate Vice President of Facility and Property Oversight.

3.B.1. Overview of Public-Private Partnerships

Overview given Mr. Dan Layzell. No committee action was required for this item.

3.B.2 Request from LSU A&M to Approve a Schematic Design for the Emerge Center at LSU Innovation Park

Upon motion of Mr. Starns, seconded by Mr. Brown, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes F. King Alexander, in his capacity as President of LSU, to execute a First Amendment to Ground Lease and Construction Agreement with the Baton Rouge Speech and Hearing Foundation in order to construct a charter school and related parking at LSU Innovation Park and to execute related agreements as may be reasonably necessary to facilitate the project, and to include in such leases and other agreements such terms and conditions as he deems to be in the best interests of LSU; and

BE IT FURTHER RESOLVED that the Board does hereby acknowledge that the schematic designs for the proposed building are in general compliance with the Campus Design Guidelines as they apply to LSU Innovation Park and hereby delegates the approval of the detailed plans and specifications to the appropriate LSU officer or employee as designated by the President

3.B.3. Request from LSU A&M to Purchase Property at W. Roosevelt Street in Baton Rouge

Upon motion of Mr. Lockett, seconded by Mr. Dampf, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College authorizes Dr. F. King Alexander, President of LSU, or his designee to immediately purchase three vacant lots fronting on the north side of West Roosevelt Street in Baton Rouge for the amount of \$25,000 plus reasonable closing costs and related expense; and

BE IT FURTHER RESOLVED that F. King Alexander, in his capacity as President of LSU, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors, in consultation with General Counsel, to execute Acts of Sale and other

reasonably required agreements to acquire ownership of such property, and to include in such Acts of Sale or other agreements any terms and conditions that he may deem in the best interests of LSU.

3.B.4. Request from LSU A&M to Authorize the President to Execute Agreements for the Development of the Greenhouse District (Phase 3 of the Nicholson Gateway Project)

Upon motion of Mr. Lockett, seconded by Mr. Dampf, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute and deliver a Ground Lease with the LSU Real Estate and Facilities Foundation or any of its subsidiaries specifically including, but not limited to, Greenhouse District Project, LLC, to provide for the development of the Greenhouse District Project - Phase 3 ("GDP-3"), with all such agreements and documents, as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize Dr. F. King Alexander, President of LSU, or his designee, acting on behalf and in the name of the Board, and in consultation with general counsel, to execute a Facilities Lease and any related Facilities Operation and Maintenance Agreement with Provident Group - Flagship Properties, LLC, an independent non-profit, tax exempt entity, to lease, maintain, and operate any and all student housing or related facilities owned by LSU or developed pursuant to the Ground Lease Agreement with the LSU Real Estate and Facilities Foundation or its subsidiary Greenhouse District Project, LLC, with all such agreements and documents as well as any subsequent amendments thereto, to contain the terms and conditions, including prices, that the President deems to be in the best interest of LSU;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the schematic designs for the GDP-3 Property & Facilities Committee 11 Project are in general compliance with the Campus Design Guidelines and hereby delegates the approval of the detailed plans and specifications to the University Architect or his designee;

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby acknowledge that the GDP-3 facilities will constitute "Auxiliary Facilities" as defined in the General Bond Resolution adopted by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on June 17, 1994, as supplemented and amended from time to time (the "General Bond Resolution"), and does hereby designate the GDP-3 facilities as Auxiliary Facilities and the revenues derived by LSU therefrom as "Auxiliary Revenues" as defined in the General Bond Resolution;

BE IT FURTHER RESOLVED that the payment obligations of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College under the Facilities Lease shall be expressly subordinate to the payment of debt service on the Bonds (as defined in the General Bond Resolution heretofore or hereafter issued pursuant to the General Bond Resolution);

BE IT FURTHER RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby find an acceptable university purpose, pursuant

to the terms of the Uniform Affiliation Agreement between the Board and the LSU Real Estate and Facilities Foundation, for the LSU Real Estate and Facilities Foundation and any of its subsidiaries, including, but not limited to, Greenhouse District Project LLC, to execute and deliver the Ground Lease Agreement with LSU, a Ground Sublease with Provident Group – Flagship Properties, LLC, a Memorandum of Understanding or other agreement with RISE: A Real Estate Company to serve as Master Developer of GDP-3, GDP-4, and any and all other agreements reasonably connected with or required for the development of the Nicholson Gateway Project and related other housing developments, with the final terms and conditions of all such agreements subject to the approval of Dr. F. King Alexander, President of LSU or his designee; and

BE IT FURTHER RESOLVED that prior to final agreement execution, Dr. F. King Alexander, President of LSU, will notify the Board Chair, Chair-Elect, Immediate Past Chair, and the chair of the appropriate Board Committee of the final terms of all agreements authorized by this Resolution.

3.B.5. Request from LSU A&M to Approve Construction of a New Sorority House for Kappa Kappa Gamma

Upon motion of Mr. Dampf, seconded by Mr. Brown, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes Dr. F. King Alexander, President of Louisiana State University, or his designee to execute a lease with Delta Iota House Association of Kappa Kappa Gamma Fraternity, with the lease containing such terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

3.B.6. Request from LSU Health Sciences Center – New Orleans to Approve a Lease Agreement Between the LSU Board of Supervisors and the LSU Health Foundation for the Butterworth and Hutchinson Buildings

Upon motion of Mr. Brown, seconded by Mr. Starns, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize F. King Alexander, President of Louisiana State University (“LSU”), or his designee, to execute a Lease Agreement for the Butterworth and Hutchinson Buildings by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to LSU Health Sciences Foundation, said Lease Agreement to contain such terms and conditions as the President deems are in the best interest of LSU.

3.C. Athletics Committee

Mr. Tom Skinner, General Counsel, provided explanation of both contract agreements on the Athletics Committee Agenda.

Remarks were given by Coach DD Breaux, head gymnastics coach and senior gymnast McKenna Kelley.

3.C.1 Request from LSU A&M to Approve Employment Contract with Scott Woodward, Athletics Director

Upon motion by Mr. Starns, seconded by Mr. Armentor, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College approves the employment contract with Scott Woodward, as described in this item, and to include in such amendments any terms and conditions as the President, in consultation with the General Counsel, deems to be in the best interests of LSU.

3.C.2. Request to Amend Employment Contract of Will Wade

Upon motion of Mr. Anderson, seconded by Mr. Dampf, the Committee voted unanimously to approve the following resolution:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes Dr. F. King Alexander, President, or his designee, to approve the compensation change for Frank "Will" Wade as described in this item, and to include in such amendments any terms and conditions as he, in consultation with the General Counsel, deems to be in the best interests of LSU.

4. Reconvene Regular Meeting

After the adjournment of the Committee Meetings, the Regular Board Meeting was called back to order. The roll call was recorded:

Present:

Mr. James M. Williams, Chairman
Ms. Mary Werner, Chair-Elect
Mr. Stephen J. Perry, Past Chair
Mr. Ronnie Anderson
Mr. Glenn Armentor
Mr. Jack "Jay" A. Blossman, Jr.
Mr. B. Wayne Brown
Mr. Robert S. Dampf
Ms. Valencia Sarpy Jones
Mr. Stewart Lockett
Mr. Lee Mallet
Mr. James M. Moore, Jr.
Mr. Rémy Voisin Starns
Mr. Jimmie M. Woods

Absent:

Mr. Blake Chatelain
Mr. Robert "Bobby" Yarborough

5. Approval of the Minutes of the Board Meeting held on March 20, 2019

Upon motion of Mr. Anderson, seconded by Mr. Woods, the Board voted unanimously to approve the minutes of the Board meeting held on March 20, 2019.

6. Personnel Actions Requiring Board Approval

There were no personnel actions requiring Board approval.

7. Reports from Council of Staff Advisors and Council of Facility Advisors

Staff report by Tammy Millican included the following: Protocol for death on an employee; welcome reception for new staff members; upcoming staff appreciation week; staff volunteers for commencement; resources to Louisiana Tech following natural disaster.

Faculty report by Ken McMillan included the following: Future of student life on campus, hire of vice president of student affairs, search for vice president of research and economic development; election of graduate council.

8. President's Report

Dr. Alexander recapped the events of the LSU Foundation Launch Campaign and LSU Day at the Capitol.

Dr. Alexander congratulated the LSU Gymnastics team.

Dr. Alexander reported on the hire of the vice president of student affairs, Jeremiah Shinn.

Dr. Alexander reported that Dr. Gabriela Gonzales, SEC Professor of the Year, will be the commencement speaker for LSU main campus.

Dr. Alexander reported on the funding for higher education and the status as it relates to the current legislative session.

Dr. Alexander reported on graduation statistics across all LSU campuses.

Dr. Alexander thanked the faculty and staff.

9. Reports to the Board

Upon motion of Mr. Starns, seconded by Mr. Dampf, the Board votes unanimously to approve all reports to the Board.

- a. Approval of 2019-20 Board of Supervisors Meeting Dates
- b. 2019 2nd Quarter Summary
- c. 3rd Quarter Consolidated Investment Report

10. Committee Reports

A motion was made by Mr. Anderson, seconded by Ms. Werner, to approve the Committee resolutions there were approved by the Committees. The Board voted unanimously to approve all Committee resolutions.

11. Chairman's Report

Mr. Williams reported on the success of LSU Day at the Capitol

Mr. Williams thanked President Alexander for his leadership of LSU

Mr. Williams announced Mr. Lockett's last meeting and thanked him for his service to the university.

Mr. Williams announced the next Board of Supervisors meeting will be Friday, May 31, 2019 in Baton Rouge.

12. Adjournment

Upon motion of Mr. Anderson and second by Mr. Dampf, the meeting was adjourned.