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LSU BOARD OF SUPERVISORS MEETING

Meeting conducted telephonically via Zoom Webinar

<https://lsu.zoom.us/j/94858128868>

Friday, January 15, 2021 | Time: 10:00 a.m. CT

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- I. Call to Order and Roll Call
- II. Invocation and Pledge of Allegiance
- III. Public Comment
- IV. Committee Meetings
  - A. Academic & Research Committee
    1. Request from LSU A&M to Create the Department of African & African American Studies
    2. Request from the LSU Agricultural Center for Conditional, One-Year Authorization of the Food Innovation Institute
    3. Request from LSU A&M for a Letter of Intent for the Bachelor of Science in Plant Health Management
    4. Request by LSU Online to Approve a Collaboration Agreement with Guild Education, Inc.
    5. Consent Agenda
      - a. Request from LSU Alexandria to Establish the LSUA Endowed Professorship in Interdisciplinary Innovation
      - b. Request from LSU A&M to Rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab
      - c. Request from LSU A&M to Name the Richard P. Sivicek Classroom
      - d. Request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships
      - e. Request from LSU A&M to Establish the Dr. Charles M. Smith Chair of Medical Physics #2
  - B. Finance Committee
    1. Request from LSU A&M to Approve a Cooperative Endeavor Agreement with Invested Enterprise, LLC (Invested) to Develop NCAA Compliance Software for LSU
  - C. Property & Facilities Committee
    1. Request Authorization to Negotiate and Enter into Property Lease with Pi Kappa Alpha and Terminate Lease with Lambda Chi Alpha
  - D. Healthcare & Medical Education Committee
    1. Report on Community-based Dentistry Services
  - E. Athletics Committee
    1. Request from LSU A&M to Approve a Change in Position for Three LSU Athletics Personnel
    2. Request from LSU A&M to Approve Multiple Contract Amendments for LSU Athletics Employees
    3. Request from LSU Athletics to Approve Term Sheet with Assistant Football Coach Daniel Mangas
    4. Request from LSU Athletics to Approve Term Sheet with Jacob Peetz Pertaining to LSU Football Offensive Coordinator Position
- V. Reconvene Board Meeting

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*

- VI. Approval of Meeting Minutes
- VII. Report from Chair of Presidential Search Committee
- VIII. Approval of Personnel Actions
- IX. Reports from Council of Staff Advisors and Council of Faculty Advisors
- X. Approval of Committee Reports
- XI. President's Report
- XII. Chair's Report
- XIII. Adjournment

*The Board or its Committees may enter into Executive Session in accordance with the provisions of LA R.S. 42:17*



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## Board of Supervisors

### ACADEMIC & RESEARCH COMMITTEE

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021



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## Board of Supervisors

### Request from LSU A&M to Create the Department of African & African American Studies

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

LSU A&M seeks to create a Department of African & African American Studies from the already established, interdisciplinary African & African American Studies Program, which was founded in 1994 as a coordinating unit within the College of Arts & Sciences (now the College of Humanities & Social Sciences).

African American Studies is an interdisciplinary academic program in higher education that deals with the systematic study of black people in the United States and around the world, including history, anthropology, sociology, religion, psychology, political science, and other areas in the humanities and social sciences. As a field of study, African American Studies offers B.A., M.A., and Ph.D. degrees in colleges and universities across the nation. The first African American Studies program in higher education in the United States was established in 1968 at San Francisco State University. During the 1970s and 1980s, African American Studies programs spread rapidly across the East Coast and Midwest, resulting in comprehensive departments at Cornell University, City College of New York, State University of New York at Albany, Penn State University, Indiana University, The Ohio State University, and a number of other premier institutions.

The movement to establish African American Studies at Louisiana State University (LSU) began during the 1970s, when black students continuously protested for the addition of courses on black studies to the curriculum. Although a course on the history of blacks in America was taught in the History Department by a Visiting Professor from Southern University, Dr. Troy Allen (and by Dr. Charles Vincent as early as 1973), there was no comprehensive systematic offering of courses in African American Studies at LSU during the 1970s and 1980s. It was not until the spring of 1993 that Dr. Karl Roider, Dean of the College of Arts and Sciences, began the formal process to establish the African and African American Studies program (AAAS) at LSU.

In 1999, at the fifth anniversary year of the AAAS program, the Steering Committee approved a request to conduct an evaluation of the program with the assistance of an external consultant. The committee selected Dr. William Nelson, professor and former Director of African and African American Studies at Ohio State University to conduct the evaluation. The following recommendations were made by the consultant: (1) Strong consideration should be given to upgrading the AAAS program to *department status*; (2) A serious effort should be made to hire

African American faculty in all of the departments/ disciplines represented in AAAS; (3) The university should support the development of a Center for African America Research in the South to support the research and retention of African American faculty; and (4) Faculty mentoring should be used as a support program to enhance retention, socialization, and integration of African American faculty.

It has been more than twenty years since the program evaluation recommended that the AAAS program be elevated to departmental status, and there is no better time than now to create this department. Black people constitute one-third of the Louisiana population and over 50 percent of the population of the city of Baton Rouge. Extending from this demographic, the black student base at LSU has expanded significantly over the past two decades. LSU now has one of the largest enrollments of black students matriculating at predominantly white universities in the South. These dynamic demographic changes indicate that the enrollment base to justify and sustain a department already exist on the LSU campus, in the State, and in the surrounding environs, and have created the need for a more comprehensive AAAS department to serve the needs of the increasing racial and ethnic diversity of the LSU student population.

A full-fledged AAAS department would place LSU in a leadership position in the state, the SEC, and the nation, and magnify its image as a progressive, innovative, ultramodern, and forward moving institution of higher education, all of which could give LSU a competitive edge in the recruitment of African American students and in attracting African American faculty. Currently, Tulane University, which is a private university, has the only AAAS department in Louisiana; however, there is no AAAS department at any public university in Louisiana. Furthermore, based on enrollment statistics, the demand for African and African Studies courses has been strong and the number of majors/minors has increased significantly over the past two decades, all of which support the recommendation to elevate the AAAS program to departmental status.

### **3. Review of Business Plan**

The department budget includes the conversion of the program director to a department chair (\$7,500 academic year stipend, 1/9th summer support, and the option to teach a summer course for 1/9th), the provision of a graduate assistant (\$15,050), operating budget (\$3,000), and supplies (\$1,500). The college will also house a staff member in the AAAS department office, who will dedicate 50% effort to the department and the remainder to support interdisciplinary programs. Department financial accounting and cost center management will be managed by the Administrative Program Specialist in Interdisciplinary Programs.

The current faculty appointments include four tenured/tenure track faculty, who are jointly appointed with the AAAS program (three faculty at 49% effort and one faculty member at 24% effort). Upon approval of the transition to departmental status and the establishment of departmental procedures for appointments, the college has already committed to the transition of Dr. Lori Martin to 100% effort in the newly formed department. The college will explore reallocation of efforts to current jointly appointed AAAS faculty in consultation with the relevant unit heads involved in the joint appointment and the Office of Academic Affairs. The college will also explore allocation of effort to AAAS in consultation with the appropriate unit heads, deans, and the Office of Academic Affairs. When necessary the college will also support adjunct faculty and/or additional compensation for current faculty to meet student demand.

#### **4. Fiscal Impact**

The College of Humanities & Social Sciences has committed the necessary adjustment in budget to incorporate the conversion of the program director to the department chair once approved.

#### **5. Description of Competitive Process**

The faculty of the interdisciplinary program in African and African American Studies (AAAS) have voted to approve the transition of the interdisciplinary program in African and African American Studies to a department. This has been approved by the Dean of the College of Humanities & Social Sciences along with the Office of Academic Affairs' support.

#### **6. Review of Legal Documents**

Not Applicable

#### **7. Parties of Interest**

Not Applicable

#### **8. Related Transactions**

Not Applicable

#### **9. Conflicts of Interest**

Not Applicable

#### **10. Attachments**

Not Applicable

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to create the Department of African & African American Studies.



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## Board of Supervisors

### Request from the LSU Agricultural Center for Conditional, One-Year Authorization of the Food Innovation Institute

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

The LSU Agricultural Center requests initial, one-year approval of the Food Innovation Institute. The Food Innovation Institute will be a cross-disciplinary unit under the LSU Agricultural Center's Office of the Vice President for Agriculture. The Institute will focus on supporting the food industry and stimulating economic development. Activities will include small business incubation, food and marketing research, and student and client education.

Objectives of the Institute are:

1. Economic development through supporting creation of new food related companies and expansion of existing companies.
2. Research application through providing technical assistance that supports the food industry including sensory testing, recipe formulation, shelf life studies and nutritional panels.
3. Education/Instruction through providing instruction and training to students and the public in food science, business and marketing.
4. Provide support, education and testing to start up and existing companies in Louisiana and throughout the United States in the areas of food safety and best practices for food handling, processing and packaging to ensure the wholesomeness and security of the food supply.

The LSU Agricultural Center currently has a small Food Incubator that has been operating since 2013. The growth and expansion of the current Food Incubator into the new Food Innovation Institute is critical to allowing the LSU Agricultural Center to broaden its impact in the areas of economic development, research and instruction. The initial mission was to provide technical assistance to small food product entrepreneurs. Through the ensuing years, the Incubator has helped these entrepreneurs move from their personal kitchen to a small-scale production facility on the LSU campus. The Food Incubator started with 10 clients. Since then, the Food Incubator has grown to 42 clients producing 125 products. These products are being sold in locations in the southern region. Additionally, the Food Incubator has provided research based technical assistance to existing companies.

The success of the Food Incubator has created a demand for more assistance and additional client capacity. Currently, there is a waiting list of clients that wish to use the services provided by the Food Incubator. In response to this demand, the LSU Agricultural Center is greatly expanding the scope and mission of its food industry support program. The expansion includes increasing the number of clients served, providing additional capacity to those clients, providing a wider range of research-based services, and increasing outreach to students and the public.

This expansion drives the need to create a more formal broad-based interdisciplinary campus unit. This new unit, the Food Innovation Institute, will facilitate research in food science, nutrition, marketing and business. Researchers and students in these disciplines will be working with the food industry to bring new products to the market and improve on existing products.

### **3. Review of Business Plan**

The Food Innovation Institute will simply replace the current Food Incubator. All reporting lines will remain the same.

The current facilities include a small bottling line, a large bottling line, laboratory space for food product research and development, refrigeration and freezer space, dry storage space, and commercial kitchen space. The Institute will have access to 9,430 square feet of space in Ingram Hall, 1,893 square feet in the Animal and Food Sciences Laboratories building, and the 4,236 square foot building housing the large bottling line and a future prep kitchen.

The second phase of the LSU Agricultural Center's expansion of this program will encompass refurbishing a large warehouse facility. This will add approximately 14,000 square feet of space that will include a hot process kitchen, a cold process kitchen, expanded dry storage and cold storage spaces, administrative offices, a conference room, a product development/analytical lab, and necessary support spaces.

### **4. Fiscal Impact**

The Food Innovation Institute will be supported by a combination of state funds, external funds, and self-generated funds. The first year will draw from the balance of the \$2.5M Office of Community Development grant (\$12,691), the Louisiana Business Incubator Association revenue (\$25,000), and a pending U.S. Economic Development Authority grant in the amount of \$2M. All costs will be covered by projected revenue.

### **5. Description of Competitive Process**

Not Applicable

### **6. Review of Legal Documents**

Not Applicable

### **7. Parties of Interest**

Not Applicable



**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from the LSU Agricultural Center for conditional, one-year authorization of the Food Innovation Institute.



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## Board of Supervisors

### Request from LSU A&M for a Letter of Intent for the Bachelor of Science in Plant Health Management

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

- I. Any new academic degree program

#### 2. Summary of Matter

LSU A&M is requesting approval of a Letter of Intent for the proposed Bachelor of Science in Plant Health Management. The BS in Plant Health Management will be a four-year, undergraduate program offered in the College of Agriculture and will broadly prepare graduates to meet the challenge of mitigating plant stresses while increasing food production in a cost-effective, socially-acceptable and environmentally sustainable way. Students will gain a systems-based understanding of the impacts of abiotic and biotic stresses on plant health, develop hands-on problem-solving skills to recognize and diagnose these plant health stresses, and learn how to design and implement strategies that will improve the growing environment of plants while alleviating abiotic and biotic stresses to improve plant health and crop performance.

The world's population is expected to exceed nine billion by 2050, and food production must increase (according to some estimates, by as much as 70%) to meet this growing demand. Biotic stresses (e.g. plant diseases, insect pests, weeds/parasitic plants) and abiotic stresses (e. g. drought, heat, frost damage, air pollution) are important constraints on crop yields, and effective strategies for managing these stresses will be needed to increase food production to meet demand. At the same time, greater awareness of the environmental impacts of agriculture has increased the importance of mitigating agriculture's long-term effects on land and water.

College graduates with expertise in food, agriculture, and the environment will be essential to address the U.S. priorities of food security and environmental quality over the next decade. Most employers prefer to hire graduates with specific expertise in the aforementioned areas. Employment opportunities for U.S. graduates with expertise in food, agriculture, or the environment are expected to exceed an average of 57,000 annually over the coming years, but graduates in these areas are expected to number only about 35,000 annually. A degree in Plant Health Management will strongly position graduates to compete for these job openings. Furthermore, graduates in professional specialties such as Plant Health Management are expected to provide solutions and leadership to meet the growing challenges in the U.S. as well as exert global leadership in providing sustainable food systems and environmental quality that affects both land and water in a world of population growth and climate change.

Besides the U.S. perspective on this degree need, there also is a need by the public and private agricultural sectors of Louisiana. By seeking opportunities to satisfy the Land Grant mission of LSU - to serve the state of Louisiana, this degree program will broadly train graduates in the management of plant diseases, insects, and weeds to serve as consultants, extension agents, and

regulatory agents, among other roles. For example, a curriculum in Plant Health Management has been requested for years by the Louisiana Agricultural Consultants Association, a key partner of the Departments of Entomology and Plant Pathology & Crop Physiology. Furthermore, training in the management of plant diseases, insects and weeds is needed by many of the county extension agents in the state.

A few land-grant universities in the U.S. have recently developed graduate or undergraduate degrees in Plant Health Management; however, there are currently no other university in Louisiana that offers an undergraduate program of this nature. Moreover, none of LSU's peer institutions in the Southeastern Conference offer an undergraduate degree in Plant Health Management.

An indicator of student interest in the study of Plant Health Management is student credit hours in undergraduate Entomology and Plant Pathology courses. Student credit hours for undergraduate courses in Entomology have averaged about 230 annually over the past five years, while annual student credit hours in undergraduate Plant Pathology courses have averaged 146 over the same period. Therefore, it is not unreasonable to expect 12-18 students (two to three times current levels) enrolled in the proposed Plant Health Management B.S. program in its first three years of existence, given increased exposure as a stand-alone program, focused recruiting efforts, and the addition of new 1000-, 2000-, 3000 and 4000-level courses to the curriculum (including a 1000-level course designed to introduce students to the study of plant health management).

### **3. Review of Business Plan**

The Departments of Entomology and Plant Pathology & Crop Physiology within the College of Agriculture do not have formal undergraduate teaching programs because they do not have an undergraduate degree program. However, faculty from both Departments routinely engage undergraduates by sponsoring supervised research projects, and they have had more than 40 undergraduates, domestic and international, working with faculty on an annual basis. The mutual interest of faculty from both Departments working with undergraduate students on important, relevant problems facing the clientele of Louisiana has led to the creation of this Plant Health Management program. Furthermore, this effort is driven by the current priorities of the College of Agriculture, which is seeking to develop new curricula to increase student enrollment over the next decade.

### **4. Fiscal Impact**

Vice President of Agriculture and Dean of the College of Agriculture Bill Richardson has agreed to provide two instructors (one for Entomology and one for Plant Pathology & Crop Physiology) as well as two Ph.D. teaching assistantships to the Department of Plant Pathology & Crop Physiology to assist with advising, recruiting, and teaching needs associated with the proposed program. The annual costs for these positions total \$264,000. After initial startup, the revenues from the program will exceed costs.

### **5. Description of Competitive Process**

Not Applicable

**6. Review of Legal Documents**

Not Applicable

**7. Parties of Interest**

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for a Letter of Intent for the Bachelor of Science in Plant Health Management.



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## Board of Supervisors

### Request by LSU Online to Approve a Collaboration Agreement with Guild Education, Inc.

**Date:** January 15, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1L

#### **L. Other Significant Matters**

Such other matters that are not expressly delegated herein or hereafter by the Board to the President or a Chancellor and which reasonably should be considered to require Board approval as generally defined above, or which the Board hereafter determines to require Board approval.

#### **2. Summary of Matter**

The proposal would create an educational partnership between LSU Online and Guild Education, Inc. Guild is a service organization that facilitates Education for Employment (E4E) programs for large employers who want to contribute to their employees' education. Generally, the employers pay the tuition of their employees, and LSU Online offers a discounted rate. The advantage to LSU Online is that Guild offers access to tens of thousands of employees eligible for employer education benefits. The financial arrangement is based on student enrollment, meaning that there is no general costs or fees to LSU Online. Guild does receive a minority portion of the revenue of which some or all is used for the cost of validating eligibility and processing payments, .

#### **3. Review of Business Plan**

The business plan has been reviewed by the Office of Finance & Administration.

#### **4. Fiscal Impact**

There is no costs or obligations to LSU Online for establishing the partnership. Guild is guaranteed a minority share of the revenue, and LSU Online believes the net proceeds will meet or exceed costs.

#### **5. Description of Competitive Process**

No competitive process required as this is a collaborative agreement.

#### **6. Review of Legal Documents**

The Office of General Counsel and Legal Affairs has reviewed the terms of the contract.

#### **7. Parties of Interest**

Guild Education, Inc.

#### **8. Related Transactions**

None.

#### **9. Conflicts of Interest**

None known

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President to enter into a collaborative agreement between LSU Online and Guild Education, Inc., and to execute documents necessary to complete the arrangement.

**Collaboration Agreement  
between Louisiana State University and Guild Education, Inc.**

Louisiana State University ("**University**"), a University duly organized and validly existing under the laws of the State of Louisiana, and Guild Education, Inc. ("**Guild**"), a corporation duly organized and validly existing under the laws of the State of Delaware, hereby enter into this Collaboration Agreement (the "**Agreement**") effective as of the 15th day of January 2021 (the "**Effective Date**"). University and Guild may be referred to, collectively, as the "Parties" or, individually, as a "Party."

**RECITALS:**

WHEREAS, University is a public institution of higher education located in Louisiana;

WHEREAS, University wishes to offer its education courses and/or programs to learners through a collaboration with Guild;

WHEREAS, Guild has developed Education for Employment ("**E4E**"), a program of services that expands learning opportunities for, and provides services to, students;

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions of their collaboration;

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following definitions apply:
  - a. "**E4E Employee**" means an employee of an E4E Employer and a prospective student for the E4E Program.
  - b. "**E4E Employer**" means an employer that collaborates with Guild to connect its employees to learning opportunities.
  - c. "**E4E Program**" means a proprietary program of services offered by Guild that expands learning opportunities for learners through collaborations with a network of employers that offer education benefits ("**Employer Network**") and a network of colleges, universities and learning providers that make their courses and/or programs available through Guild to the Employer Network ("**University Network**").
  - d. "**E4E Student**" means a University student who is receiving E4E Employer benefits and services from Guild or has enrolled with University as a result of one or more services provided by Guild.
  - e. "**Guild Employer Partner**" is defined in Schedule 5.
  - f. "**Program**" or "**Programs**" means the University courses and/or programs described in Schedule 1.
  - g. "**Protected Information**" means information that identifies or would reasonably be expected to identify an individual, and any other information the disclosure of which is regulated by law, including as applicable, "student education records" under the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and the regulations adopted thereunder (34 C.F.R. §99) ("**FERPA**").
  - h. "**Services**" means the services provided by Guild described in Schedule 1.
2. **Programs and Services.** University shall, through this collaboration with Guild, make its Programs available to E4E Employers through the E4E Program. Once an E4E Employer has selected one or

more Programs offered by University, Guild shall provide the Services to University. University shall cooperate with Guild in furtherance of the Services as set forth in Schedule 1. Each Party shall be responsible for its own costs.

3. **Payment.** The fees and terms and conditions of payment for Services are set forth in Schedules 2 and 3.
4. **Ownership of Intellectual Property.** University shall retain all right, title and interest in and to copyright, trade secrets, patents, trademarks and other proprietary and intellectual property rights in the Programs. Guild shall retain all right, title, and interest in and to copyright, trade secrets, patents, trademarks and other proprietary and intellectual property rights in the E4E Program and the Services. Neither Party shall acquire any rights, expressed or implied, in the other Party's intellectual property or modifications, enhancements or derivative works thereof, other than those rights identified in this Agreement. Similarly, no Party's intellectual property nor any portion thereof, may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose by the other Party without the prior written consent of the Party holding title thereto except as specified in this Agreement. Guild shall have a royalty-free, worldwide, perpetual right to use or incorporate into Guild's services, products and business any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by University relating to the operation of Guild's services, products and/or business. To the extent Guild work product, materials, or other information is provided to University for University's use as part of the services provided under this Agreement, Guild hereby grants to University, a non-exclusive, non-sub-licensable, royalty-free license to use such work product solely during the term of this Agreement, solely in support of the services provided by Guild, and solely for the purpose for which Guild provided the work product, materials, or other information.
5. **Trademarks.**
  - 5.1 Each Party hereby grants the other Party a non-exclusive, non-sub-licensable, non-transferable, revocable license, during the term of this Agreement, to use its name, trademarks, trade names, and logos ("**Marks**") designated by the granting Party solely for the uses described herein, subject to (a) the granting Party's Marks usage guidelines, if any, provided by the granting Party to the other Party and (b) the other conditions in this Section. The use by either Party of the other Party's Marks in connection with this Agreement shall not create any right, title or interest, in or to the granting Party's Marks in favor of non-granting Party and all goodwill associated with the use of such Marks shall inure to the benefit of the granting Party.
  - 5.2 Each Party agrees that, during the term of this Agreement, the other Party may use the granting Party's Marks, in accordance with the license set forth in Section 5.1, on the non-granting Party's website, in collateral marketing materials and in promoting the Programs, services, and offerings.
  - 5.3 For any other uses describing the University or its Programs, University grants Guild permission to use University's Marks in accordance with the license set forth in Section 5.1, subject to the prior written approval of University for such use of the Marks under this Agreement; provided that once Guild has secured approval for a particular usage of the Marks, it may continue to deploy that approved usage of the Marks in its marketing and communications activities without seeking re-approval for each such use.
  - 5.4 In both written and oral communications, both Parties shall represent their relationship and each other's Programs, services, and offerings accurately. The non-granting Party shall correct, modify, or cease any communications concerning the granting Party or employing the granting Party's Marks if directed in writing to do so by the granting Party.
  - 5.5 The Parties agree that University will not disclose or use any E4E Employer or Guild Employer Partner Marks to market itself or its Programs (including in testimonials, case studies, surveys, marketing materials, press releases, etc.) without prior written consent from Guild and the applicable E4E Employer or Guild Employer Partner. Guild will work in good faith with University to secure such approvals, as deemed appropriate by the Parties.



5.6 Guild may permit an E4E Employer that has agreed to offer University Programs to its employees to use University's Marks for the limited purpose of identification or including a description of University or its Programs that has already been approved under this Section.

6. **Taxes.** Each Party accepts full responsibility for payment of all taxes in the performance of the work supported by this Agreement. Each Party is responsible for all its personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

7. **Term and Termination.**

7.1 This Agreement shall commence on the Effective Date and shall continue for a term of five years with two automatic renewal terms of two years each, unless earlier terminated hereunder in accordance with sections 7.2 or 7.3.

7.2 Either Party may terminate this Agreement for cause at any time upon written notice if the other Party materially breaches any material provision of this Agreement and the breach is not cured within 30 days after the breaching Party's receipt of written notice of such breach.

7.3 If either Party gives written notice of its intent not to renew at least 180 days prior to a renewal date, the Agreement shall terminate at the end of the then-current term.

7.4 Cessation or elimination of a Program shall not affect the remainder of this Agreement.

7.5 Upon termination, non-renewal, or expiration of this Agreement, E4E Students will continue to be enrolled with University under University's policies and procedures and University agrees to teach out E4E Students enrolled in the Programs as regularly-enrolled students until their graduation in their then current program; University shall cease its, its faculty's, and its employees' use of all Guild Marks; and Guild shall cease its, and its employees' use of all University Marks and will instruct the E4E Employer to cease its, and its employees' use of all University Marks in connection with the E4E Program.

7.6 Termination, non-renewal, or expiration of this Agreement for any reason does not release a Party from any liability thereunder that arises prior to such termination, non-renewal, or expiration nor affect in any way the survival of any rights, duties or obligations of either Party that are expressly stated in this Agreement to survive termination, non-renewal, or expiration, or which by their nature would generally be understood to survive termination, non-renewal, or expiration. In addition to any fees owed by one Party to the other under this Agreement after termination, non-renewal or expiration, each Party reserves the right to seek any and all additional remedies by law or in equity which may be available to it with regards to this Agreement, including, but not limited to, damages associated with any wrongful termination or termination by a Party for the other Party's material breach.

8. **Confidentiality.**

8.1 Neither Party to this Agreement (each, a "**Receiving Party**" with respect to its possession or use of the Confidential Information of the other Party) will use or disclose to any third party, except its employees, agents and representatives ("**Representatives**") who have a need to know such Confidential Information in connection with such Party's performance under this Agreement or to obtain professional advice (and solely to the extent such professional advisors are under confidentiality obligations at least as protective as those set forth herein) any Confidential Information of the other (the "**Disclosing Party**"), except for the purposes stated in this Agreement or as needed to perform its obligations under this Agreement. For purposes hereof, "**Confidential Information**" shall mean any confidential, proprietary and/or trade secret information, written or oral, such as, without limitation non-public intellectual property and materials, customers, customer lists, prospective customers, vendors, business plans or opportunities, business strategies, business methods, pricing and discount information, marketing plans and processes, financial information, product and service development plans, software, techniques, processes, data, research, projects, products or services under consideration, content under development, non-public information related

to an E4E Employer or Guild Employer Partner, the informational items listed in Schedule 6, third party proprietary or confidential information, and all notes, summaries, analyses, studies, or other documents prepared by the Receiving Party that contain, or are based upon, in whole or in part, Confidential Information. Confidential Information in written form should be marked as such. Each Party agrees to notify its Representatives who will be given access to the other Party's Confidential Information of their obligations with respect to Confidential Information and to bind them to similar obligations of confidentiality. Each Party shall be responsible for breaches of confidentiality obligations by its respective Representatives. The Receiving Party shall use the same standard of care to avoid disclosure of any Confidential Information as it uses with respect to its own confidential or proprietary information, provided that in no event shall the Receiving Party employ less than reasonable efforts to protect any Confidential Information of the Disclosing Party. No Party will make copies of the Confidential Information except as authorized by the other Party or as necessary to effectuate the purposes of this Agreement. Upon request of either Party, the Receiving Party will immediately return to the Disclosing Party all tangible forms (such as manuals, documents, drawings, computer disks, including copies of these) of the Confidential Information in its possession or control. The restrictions contained in this Section will not apply to information that: (a) is or becomes available to the public from a source other than the Receiving Party; (b) is known by the Receiving Party prior to such disclosure without confidentiality restrictions; (c) is independently developed or discovered without use of or reference to Confidential Information of the Disclosing Party; (d) is made available by a third party without a known obligation of confidentiality to the Disclosing Party; or (e) which qualifies as a "public record" under the Louisiana Public Record Law, La. R.S. 44:1, *et seq.* Notwithstanding the foregoing, either Party may disclose the terms of this Agreement pursuant to due diligence requests in a proposed merger, acquisition, or financing transaction.

8.2 If the Receiving Party or any of its employees or Representatives becomes compelled by applicable law, regulation, regulatory body, or in legal proceedings, subpoena, court order, civil investigative demand or other similar process to disclose any of the Confidential Information (including this Agreement and all information contained in this Agreement), the Receiving Party will use its reasonable best efforts to provide the Disclosing Party with prompt notice (provided that Receiving Party is legally permitted to notify Disclosing Party) of such requirement prior to disclosure of the Confidential Information and will refrain from making disclosure for the maximum time period permitted by law following notice to the Disclosing Party in order to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information that it is advised by legal counsel that it is required to disclose by applicable law or securities exchange or association regulation or in legal proceedings, subpoena, court order, civil investigative demand or other similar process; provided that (i) if legally permissible, the Receiving Party shall provide the Disclosing Party with written notice of Confidential Information to be disclosed as far in advance of its disclosure as practicable, and (ii) the Receiving Party shall use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information. Any disclosure in accordance with this provision will not result in any liability hereunder unless such disclosure was caused by or resulted from a previous disclosure by the Receiving Party or by its Representatives that was not permitted by this Agreement. Without limiting the generality of the foregoing, the Parties agree that all information described in the Schedules to this Agreement is Confidential Information and may constitute a trade secret and/or have commercial value, the disclosure of which could cause substantial harm to the Disclosing Party's competitive position.

9. **FERPA and Data Usage.** As may be applicable, the Parties agree to comply with FERPA to the extent that each may have access to "education records" of University as defined under FERPA, and University acknowledges and agrees that Guild is deemed a "school official," as defined under FERPA so that Guild may have access to data solely to the extent necessary for Guild to perform its obligations under this Agreement. To the extent University shares data with Guild as a school official, University shall have direct control over Guild's use and maintenance of education records provided by University, and Guild shall comply with all instructions from University with respect to such education records, in addition to complying with the requirements of this Agreement. The Parties acknowledge that Guild obtains student consent to share Protected Information, including Protected Information in University's education records, in connection with the E4E Program. Guild may provide

University with information and data (including data from E4E Employers and E4E Students, collectively, the "**Guild Information**"), either directly or indirectly. University may retain, copy, transmit, and use the Guild Information to the extent necessary for University to perform the services and facilitate the interactions identified under the Agreement. University may provide Guild with information and data (collectively, the "**University Information**"), either directly or indirectly. Guild may retain, copy, share, transmit, and use the University Information to the extent necessary for Guild to perform the services and facilitate the interactions identified under the Agreement (including for purposes of facilitating student interactions with E4E Employers and each student's experience within the Guild network (whether or not involving University) and for facilitating E4E Student evaluations of and interactions with University). Guild is responsible for securing permission from each individual student, authorizing such usage. Guild may also prepare its own derivative works of the University Information, or that include the University Information, for the provision of its services (under this Agreement and otherwise, including other Guild network participants), product and services improvement and development, internal business and training purposes, production support and planning, and general research and analytical purposes (which Guild may share with its affiliates, including any successor in interest to Guild or a Guild affiliate) and may also share such derivative works with unaffiliated third parties, so long as the data shared does not identify University or individuals, and Guild shall retain all rights and interests in these derivative works.

10. **Data Security.** In connection with its collection, transmission, storage, sharing, use, and destruction of Protected Information, each of the Parties will comply with all applicable laws and regulations. In addition, each of the Parties will institute, maintain and utilize comprehensive data protection practices, which shall include the specific obligations detailed in Schedule 4, as well as reasonable and appropriate technical, organizational and security measures regarding the collection, transmission, storage, sharing, use, and destruction of Protected Information that: (a) are in material conformity with all applicable laws and regulations; (b) constitute reasonable security procedures and practices appropriate to protect Protected Information from unauthorized access, destruction, use, modification, or disclosure in material compliance with all applicable state and federal laws and regulations; (c) are no less rigorous than those maintained by such Party for its own information of a similar nature; and (d) are no less rigorous than generally accepted security standards in the industry. Each of the Parties shall limit access to Protected Information that it has received from the other Party to those of its employees, agents, and authorized subcontractors who have a need to know such Protected Information in connection with such Party's performance under this Agreement, or as may otherwise be expressly authorized by the other Party or the applicable individual. The Parties further agree that all data will reside on servers physically located within the geographic boundaries of the United States.
11. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it is not under, and will not enter into, any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder and that it has all power and authority under all instruments or agreements to which it is a Party to enter into this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance by it of this Agreement has been duly authorized; (c) the execution, delivery, and performance of this Agreement by it shall not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to this Agreement; (d) this Agreement is a legal, valid and binding obligation of it enforceable by or against it in accordance with its terms and conditions; (e) the performance of this Agreement by it shall not infringe, breach or contravene any other person's contractual or confidentiality rights, and it does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of it to perform all, or any part of, this Agreement; and (f) it is, and will remain, in material compliance with all laws, rules and regulations applicable to its business and has, and will maintain in effect, all licenses, permits, permissions, authorizations and consents that it needs to carry out its obligations under this Agreement.
12. **Services Warranties.** Each Party represents and warrants that the services provided hereunder will be performed in a professional manner by qualified, trained, and properly equipped personnel and each Party will use commercially reasonable efforts to conform to the performance criteria set forth in this Agreement. Guild shall not be responsible for any delay in, or inability to perform, any services

that results from a delay or failure in performance by University. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY WARRANTY THAT THE PRODUCTS AND SERVICES OR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, EACH PARTY DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ANY PRESENT OR FUTURE USE, INTEGRATION OR COMPATIBILITY WITH ANY OTHER PRODUCTS OR SERVICES.

13. **Accreditation, Authorization and Licensure.** University shall file any necessary accreditation-related notices and obtain and maintain all necessary accreditor approvals or consents under applicable standards and policies of accreditation agencies having jurisdiction over University relative to the Programs. University shall obtain and maintain all necessary education-related licensure and authorization in every applicable U.S. or foreign jurisdiction that may be relevant to the Programs. University shall take all actions necessary to comply with all applicable laws, regulations, and accrediting body standards, possess all required educational approvals and accreditations, maintain Title IV eligibility if applicable, and comply with all terms of its program participation agreement with the U.S. Department of Education then in effect, if applicable. If University is or becomes aware by any means (internal or external) that it is not in material compliance with any of the foregoing, University shall be solely responsible for remedying the non-compliance and its impact on students, shall immediately notify Guild of the non-compliance and shall keep Guild informed of its progress in addressing the issue. The Parties acknowledge that any education regulatory agencies or accrediting authorities having jurisdiction over this Agreement and or the Programs (collectively "**Education Agency**"), including but not limited to the U.S. Department of Education, may, following execution of this Agreement, issue, amend or remove regulations, rules, or formal policies or guidance that (i) could materially and adversely affect either Party's ability to perform its obligations under this Agreement, including but not limited to, its ability to market and promote the Programs, and recruit students for the Programs, or (ii) may affect the fee structure for Services provided for in this Agreement. If a material provision of this Agreement is found to violate any Education Agency regulations, rules, or formal policies or guidance, the Parties agree to appropriately adjust the Agreement on equal net economic terms to maintain material compliance with any Education Agency regulations, rules, or formal policies or guidance prior to its effective date or as soon as practicable, including, but not limited to, amendment of this Agreement, or in the event the Parties are unable to agree on an appropriate adjustment after good faith and sustained efforts to do so, mutual termination of this Agreement without penalty to Guild.
14. **Indemnification.** Except to the extent otherwise limited or prohibited by applicable law, each Party (each, respectively, an "**Indemnifying Party**") shall, at its own expense, indemnify, defend and hold harmless the other Party and its affiliates and subsidiaries, and its and their respective employees, officers, directors, managers, shareholders, members, agents and representatives (collectively, the "**Indemnified Party**"), from and against any and all losses, damages, deficiencies, claims, actions, settlements, interest, awards, penalties, fines, expenses, liabilities, judgments and costs of any kind (including reasonable attorneys' fees, fees and costs of court, fees and costs of enforcing any rights to indemnification under this Agreement, and the cost of pursuing any insurance providers) incurred by the Indemnified Party relating to, arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from: (a) false, deceptive, misleading or otherwise inaccurate or improper information, statements, descriptions or depictions, to the extent supplied by, or made in reliance upon information or materials provided or approved by, the Indemnifying Party about its organization, products or services, or those of any competitor or other third party; (b) infringement of a third party's trademarks, tradenames, service marks or copyrights by products, services, materials, information, or Marks, to the extent such products, services, materials, information, or Marks were supplied or created by the Indemnifying Party; or (c) any grossly negligent act or omission or willful misconduct by Indemnifying Party arising out of the performance of this Agreement or any obligations assumed hereunder. The obligations in this section are expressly conditioned upon the Party seeking

defense: (a) giving the Party offering such defense (the "**Defending Party**") prompt notice of any such action; provided that failure to provide such prompt notice shall not limit the Indemnified Party's rights under this section except when the Indemnifying Party is actually prejudiced by the Indemnified Party's failure to provide such prompt notice; (b) giving the Defending Party sole control of the defense thereof, and any related settlement negotiations, provided that the Defending Party shall keep the Indemnified Party reasonably informed about the action and that Defending Party shall not settle any claim or admit any wrongdoing by the Indemnified Party without the Indemnified Party's prior written consent; and (c) providing reasonable cooperation and assistance to the Defending Party in the defense of such action. If a Guild product or service becomes, or in Guild's opinion is likely to become, the subject of an infringement claim, Guild may, at its option and expense, either: (a) procure the right to continue using the product or service; (b) replace or modify the product or service so that it becomes non-infringing; or (c) terminate the Agreement upon written notice to University. Notwithstanding the foregoing, Guild will have no obligation under this section or otherwise with respect to any infringement claim based upon: (i) any use of the product or service not in accordance with this Agreement; or (ii) any use of the product or service in combination with products, equipment, software, content or data not supplied by Guild, to the extent the claim is based upon such combination. This section states each Party's entire liability and each Party's sole and exclusive remedy for infringement claims or actions.

15. **Limitation on Liability.** EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE, RESPONSIBLE, OR OBLIGATED TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LIABILITY, DAMAGES, COMPENSATION, AWARD, LOSS, HARM, INJURY, COST OR EXPENSE OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION LOST PROFITS OR GOODWILL OR BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE ITS PRODUCTS OR SERVICES. EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS AND ANY FEES DUE, DURING THE FIRST TWELVE MONTHS FOLLOWING THE EFFECTIVE DATE, AND FOR EACH SUBSEQUENT TWELVE MONTH PERIOD THEREAFTER, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR EACH SUCH TWELVE MONTH PERIOD WILL IN NO EVENT EXCEED THE LESSER OF THE TOTAL FEES PAID TO GUILD BY UNIVERSITY DURING THAT TIME PERIOD OR \$1,000,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, NEGLIGENCE, TORT, COMMON LAW, EQUITY, STATUTE OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAILS OF THEIR ESSENTIAL PURPOSE.
16. **Insurance.** During the term of this Agreement and for a period of one year thereafter, each Party shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability or self-insurance in a sum no less than Five Million Dollars and cyber-security/privacy/data breach in a sum no less than Five Million Dollars. Upon a Party's request, the other Party shall provide the requesting Party with a certificate of insurance evidencing the insurance coverage specified in this Agreement. Each Party shall provide the other Party with prompt written notice in the event of a cancellation or negative material change in its insurance policies.
17. **Channel Limitations and Disclosures.** This Agreement is subject to the channel limitations and disclosures set forth in Schedule 5.
18. **Force Majeure.** Except for a Party's obligation to make payments properly due to the other Party, neither Party shall be considered to be in default or breach as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not limited to, acts of God, terrorism, acts or requirements of any governmental authority in either its sovereign or contractual capacity, fires, floods, earthquakes, civil unrest, epidemics and pandemics, computer, telecommunications, Internet service provider, or hosting facility failures or delays involving hardware, software, or power systems not within the Party's possession or reasonable control, and network intrusions or denial of service attacks and other unauthorized third party activities, and unusually severe weather. Any Party

claiming any such excuse for delay or nonperformance under this section shall give notice thereof to the other Party.

19. **Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by formal mediation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. In any dispute under this Agreement, the confidentiality of the Parties' Confidential Information shall be preserved, and the Parties agree that all facts and other information, including the existence, details and result of the dispute or arbitration, relating to any dispute or arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. Each Party agrees and confirms that due to the unique, commercially sensitive and operationally critical nature of the activities covered by this Agreement, and all other obligations and duties under this Agreement, each Party may be immediately and irreparably harmed by any material breach of the obligations owed by either Party to the other and that monetary relief alone for any such breach may not adequately compensate the harmed Party in such event. As a result, the Parties agree that they will be entitled to apply for equitable relief in connection with any such breach of this Agreement, including a restraining order, injunctive relief, or specific performance as may be granted by any court of competent jurisdiction, to prevent or otherwise remedy any such expected or actual breach of this Agreement, and to enforce the terms and provisions hereof.
20. **Publicity.** The Parties, following the execution of this Agreement, may mutually agree upon the text and the exact timing of an initial public announcement relating to this Agreement or the relationship established by this Agreement (such agreement not to be unreasonably withheld or delayed). Thereafter, the Parties must mutually agree on the text and the timing of any subsequent public announcements that the Parties may decide to do relating to this Agreement (including collaborations with any E4E Employer) or the relationship established by this Agreement; provided, however, that after any written statement is approved for disclosure by the Parties, either Party may make subsequent public disclosure of the contents of such statement during the term of this Agreement without the further approval of the other Party. Notwithstanding the foregoing, neither Party shall make any public announcement relating to this Agreement (including collaborations with any E4E Employer) or the relationship established by this Agreement without the express written consent of the other Party, as well as each additional third party referenced in that announcement (including collaborations with any E4E Employer).
21. **Non-Disparagement.** Each Party agrees to refrain from making any negative, disparaging or derogatory public statements, written or oral, about the other Party, or taking any action which is intended, or would reasonably be expected to, injure the business or reputation of the other Party or which would reasonably be expected to lead to unwanted or unfavorable publicity to such other Party, or its officers, managers, members, directors, partners, agents or employees. Nothing in the foregoing shall be construed to limit a Party's ability (1) to seek to enforce this Agreement or remedy a breach of this Agreement or (2) to respond to a statement or action by the other Party in breach of this provision.
22. **Relationship of the Parties.** The relationship between the Parties is limited solely to the activities, rights and obligations set forth in this Agreement. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Each Party shall fund and be responsible for the payment of all costs and all expenses with respect to the performance of their respective duties, responsibilities and activities, unless otherwise expressly agreed to in this Agreement.
23. **Assignment.** This Agreement, including all rights and obligations hereunder, may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement to a Third Party without such prior written consent as part of a Change in Control event. "Change of Control" means the sale of all or substantially all the assets or stock of a Party; the sale

of all or substantially all of the assets of a Party associated with that portion of its business related to the subject matter of this Agreement; or any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person. For the avoidance of doubt, changes in ownership of a Party's stock in the regular course of business of a Party shall not be deemed an assignment. For purposes of this section, "Third Party" means "any person or entity that is not a Party or any Affiliate of a Party" and "Affiliate" means "a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party." All assignments are subject to all of the provisions hereof. Any attempt by a Party to assign this Agreement, or any of its rights or obligations hereunder, in contravention of this section shall be null and void and of no effect.

24. **Entire Understanding.** This Agreement (which term includes all Schedules, exhibits and attachments hereto as they may be amended from time to time) represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, regarding the subject matter of this Agreement are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. If purchase orders or other documents or acknowledgments are issued by University containing terms and conditions in addition to, modifying or contrary to the provisions of this Agreement, those terms and conditions are hereby specifically objected to and shall be of no force or effect; it being the Parties' intentions that this Agreement shall govern all matters relating to the subject matter herein.
25. **Modifications and Waivers.** Except as specifically provided in this Agreement, modifications or waivers of this Agreement shall not be effective unless agreed to in writing by both Parties in an amendment to this Agreement. Waiver of any breach of a term, provision, or requirement of this Agreement or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
26. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect and such provision shall be construed to the fullest extent possible as to give effect to the intentions of the parties represented by such provision..
27. **Third Party Beneficiaries.** Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
28. **Notices.** Other than ministerial communications having no material effect on the Parties' rights and responsibilities under this Agreement, any notice, demand, request or delivery required or permitted to be given by a Party pursuant to this Agreement shall, unless otherwise specified herein, be in writing and in each case addressed to the receiving Party at such Party's address as set forth below or as subsequently modified by the receiving Party pursuant to written notice to the other Party, and may be delivered by hand delivery, United States mail, overnight courier service or e-mail. Notice by e-mail or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day of receiving Party, and otherwise shall be effective at the close of business on the next business day. Notice by United States mail shall be effective upon physical receipt and notice by overnight courier service shall be effective on the next business day.

If to Guild:

Guild Education, Inc.  
Republic Plaza, 370 17<sup>th</sup> Street, Suite 300  
Denver, CO 80202  
Attn: Academic Partnerships  
E-mail: [finance@guildeducation.com](mailto:finance@guildeducation.com)

With a copy to:

Guild Education, Inc.  
Republic Plaza, 370 17<sup>th</sup> Street, Suite 300  
Denver, CO 80202  
Attn: Legal Department  
E-mail: [legal@guildeducation.com](mailto:legal@guildeducation.com)

If to University, to:

Legal Affairs & General Counsel  
Louisiana State University  
3810 West Lakeshore Drive, Suite 124  
Baton Rouge, Louisiana 70808  
Attn: Carlton (Trey) Jones, Deputy General Counsel  
E-mail: [jones@lsu.edu](mailto:jones@lsu.edu)

With a copy to:

Online & Continuing Education  
Louisiana State University  
Office 101B  
340 E. Parker Blvd.  
Baton Rouge, LA 70808  
Attn: Alexandra (Sasha) Thackaberry, VP for Online & Continuing Education  
E-mail: [thackaberry@lsu.edu](mailto:thackaberry@lsu.edu)

And with a copy to:

Procurement  
Louisiana State University  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803  
Attn: Sally McKechnie, Assistant VP for Procurement & Property Management  
E-mail: [smckechnie@lsu.edu](mailto:smckechnie@lsu.edu)

29. **Counterparts.** This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
30. **Right to Audit.** The State Legislative Auditor, federal auditors, and internal auditors of the State or others so entitled by the State or University shall have the right to inspect and audit all data and records of Guild as may be needed to verify the amounts paid or payable to Guild by University with respect to this Agreement or as otherwise provided by law. The rights of inspection and audit shall commence as of the date of this Agreement and shall continue for a period of five (5) years after the Effective Date or as required by applicable state and federal law. Guild shall maintain such books and records for the enumerated five (5) year period.

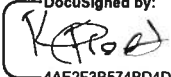
IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date, and the persons executing this Agreement for and on behalf of the Parties hereto represent that they are fully authorized to do so for and on behalf of their respective Parties and that they have read, understood and agreed to the terms and conditions of this Agreement.

**Guild Education, Inc.**

**Louisiana State University**



DocuSigned by:



By: \_\_\_\_\_  
4AE2F3B574BD4DA

Paul Freedman

President, Learning Marketplace

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Schedule 1 – Programs and Services**

### **(to Collaboration Agreement between Louisiana State University and Guild Education, Inc.)**

#### **University Programs:**

During the term of the Agreement, Guild will introduce University to Guild's Employer Network (the activities, timeline and details of implementation and launch will be worked out in good faith by the Parties, taking into account their joint objectives, as well as their respective resource and technical constraints). The E4E Employers will determine which University Programs, if any, will be offered to E4E Employees with the employer's education benefits. Any E4E Student who begins a University Program shall be permitted to finish the University Program in accordance with University policies and procedures, regardless of whether the University Program may be discontinued with respect to new students.

"**Programs**" is inclusive of all online programs that University currently offers, as described on University's website at: <https://online.lsu.edu/>, and any programs that may be added to that public listing during the term of this Agreement.

Initial program scope for implementation: University's continuing education programs, with University's A&M programs to be added at a mutually acceptable later date.

#### **Guild Services:**

##### ***A. Guild will support University in its relationships with current and prospective E4E Employers:***

- **Employer Partnerships:** Guild will manage the sourcing, sales, procurement, contracting, implementation, onboarding process, account management, renewals and additional services for E4E Employers on behalf of University and other colleges, universities and learning providers in Guild's University Network. This work may include but is not limited to B2B marketing (such as email marketing, as well as paid and organic search), enterprise sales, enterprise database management, conference attendance, and additional services. Guild will then manage all business relationships with E4E Employers, which may include but is not limited to account management, program management, renewals, and additional services, and University agrees that all of its operational and business interactions (informal interactions are excluded from this limitation) with E4E Employers will be facilitated by, and made in conjunction with, Guild personnel. The Parties agree and acknowledge that Guild collaborates with higher education institutions in the University Network to serve employers participating in the E4E Program. Accordingly, both Parties agree and acknowledge that E4E Employers shall not be exclusive to University.
- **Inclusion in the Global Catalog:** Guild will include Programs in Guild's Global Catalog, which is the comprehensive list of courses and programs available to E4E Employer students through the University Network.
- **Marketing to Employers:** Guild will introduce and market University to the Employer Network. The E4E Employers will determine which University Programs, if any, will be offered to E4E Employees through the E4E Program. Guild will also facilitate brand development and public relations for University through affiliation with E4E Employers. Guild's efforts may support expansion of University's geographic reach by connecting University with national E4E Employers and/or enhancing University's national brand awareness.
- **Employer/Institutional Benefits Administration:** Guild will (a) facilitate administration and payment of education benefits to University through a proprietary platform, developed and maintained by Guild; (b) share information with University regarding E4E Employers' education benefits policies and facilitate University's understanding of those policies; (c) share information with University regarding individual student education benefits eligibility; and (d) manage

payments under E4E Employers' education benefits policies. The Parties will facilitate education benefits payments in accordance with Schedule 3.

**B. Guild will support University in its relationships with E4E Employees and E4E Students:**

- **E4E Student Marketing:** Guild will provide current and prospective E4E Students with a program catalog, curated by their E4E Employer, featuring academic institutions and programs. Guild will provide marketing channels to attract prospective E4E Students, which serve to increase student awareness and/or student understanding of the academic institutions or specific academic programs. This marketing may include but is not limited to features on the Guild catalog, email marketing, text messaging, field marketing, and other channels as approved by the E4E Employer.
- **Student Benefits Onboarding:** Guild will inform current and prospective E4E Students of their education benefits and eligibility criteria to access tuition funding.
- **E4E Student Education Benefits Portal:** Guild will provide current and prospective E4E Students with the appropriate Guild-hosted portal and login credentials to gain access to E4E Employer's educational benefits.
- **Search and Discovery:** Guild will provide technology and services designed to help prospective E4E Students navigate the choice about going back to school, including identifying program fit, selecting program delivery, and aligning academic options with career options.
- **Admissions Support:** Guild will inform students of requirements of entry with University and will transmit prospective E4E Student information to University.
- **Ongoing Services Related to Education Benefits:** Guild will manage student education benefits administration on behalf of the E4E Employer. Guild will provide services that will enhance the E4E Students' understanding of their education benefits and how to pay for school.
- **Additional Ongoing Student Support Services:** Guild will provide E4E Students with support services in accordance with standard operating procedures, which shall be agreed upon by the Parties.
- **Standard Operating Procedures (SOP):** Guild will work with University to develop and implement SOPs related to roles and responsibilities in order to effectively and efficiently serve E4E Employers, E4E Employees and E4E Students. SOPs will be reviewed and updated at least twice per year.

**University Services**

*University will:*

- Be solely responsible for all academic decisions, including awarding credits, degrees, certificates and/or other credentials (as applicable) to E4E Students.
- Cooperate with Guild to comply with applicable E4E Employer education benefits policies (for example, limits set by the E4E Employer on eligible academic programs and financial aid requirements) and in accordance with the respective E4E Employer's Policy and Guild-Employer Benefits Administration Plan, which will be shared by Guild in advance of any employer addition or policy change.
- Share marketing materials and publicly released outcomes data with Guild on a timely basis, related to the Programs.
- Be solely responsible for determining the appropriate pricing level for its tuition and fees.
  - Notwithstanding the foregoing, University understands and agrees that its pricing for E4E Employers: (a) must be established and communicated to Guild on an annual basis (on or around July 1) and then cannot be modified until the next annual price updating period, (b) will be offered equally to all E4E Employers without exception (excluding any custom pricing associated with custom program development (i.e. programs where more than 30%

of the content for the program was developed specifically for that custom program and is not being offered to more than one employer)), (c) will not include separate fees for the E4E Program without consultation with Guild, and (d) will always match or be lower than the best pricing that University publicly publishes for any comparable programs or services that it may offer to any party outside of the Guild network.

- Facilitate the payment of education benefits for E4E Students by E4E Employers by:
  - Permitting E4E Students to defer tuition payments in accordance with E4E Employer policies, if required for them to access their E4E Employer's education benefits policy.
  - Enabling multi-payor arrangements between students and employers, such that E4E Students and E4E Employers may both contribute to the tuition bill, if required for E4E Students to access their E4E Employer's education benefits policy.
  - Waiving application fees.
- Assign an account manager to manage the relationship and related operations and services, and to be accountable to Guild for collaboration and coordination of the Parties' activities in support of the relationship. Additionally, assign a technical data contact for direct interaction with Guild, who will respond within 24 hours during US working hours to all issues escalated by Guild.
- Provide Guild with accurate information regarding the admissions criteria for the Programs at least 30 days prior to implementation.
- Share appropriate data with Guild, including outcomes and performance data, to support and improve overall program administration, including Guild's ability to process education benefits payments, evaluate student eligibility and payment compliance, and support E4E Student success, including information about financial aid if applicable, and to develop and analyze comparative metrics regarding student success for E4E program improvement purposes.
- On an annual basis, provide Guild with de-identified student-level data requested by Guild on mutually-agreed upon groups of students (e.g., part-time, adult, Pell-eligible, loan-acceptors, online-only, first-time-in college), including students who are not E4E Students, in order for Guild to develop and analyze comparative metrics regarding student success for E4E Program improvement purposes and for employer partner evaluation.
- Allow Guild to place links to LSU Online's web page and LSU Online to place links to Guild's web page, as mutually agreed, upon subsequent and more specific delineation of such exchange.
- Make and communicate all admissions decisions based on its published admissions standards, and work in good faith towards a target of three business days for doing so, and determine the appropriate enrollment levels desired by University.
- Comply with any relevant financial aid requirements under E4E Employer education benefits policies. The Parties agree that University is exclusively responsible for the administration of any applicable federal financial aid programs and that Guild is not a third party servicer.
- Notwithstanding any provision of the Agreement to the contrary, University's discretion to take or not take a particular action shall be sole, absolute and unfettered in the following areas in connection with the Programs:
  - Admission requirements and admission of students;
  - Curriculum and program design and offering;
  - Articulation of transfer credits or credits awarded through prior learning assessment
  - Registrar functions and operations;
  - Degree and graduation requirements;
  - All student services;
  - Student conduct;
  - Student financial matters;
  - Administration of federal financial aid;

- Academic advising;
- Maintenance of accreditation; and
- Application of laws, rules, policies, and procedures.

It is understood and agreed that this Agreement does not render Guild a Third Party Servicer as that term is defined at 34 CFR 668.25 and that Guild will not be reported or characterized as such, and University shall not undertake any work pursuant to this Agreement inconsistent with this provision.

**Schedule 2 – Fees and Payments**

**(to Collaboration Agreement between  
Louisiana State University and Guild Education, Inc.)**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **Schedule 3 - E4E Employer Education Benefits Facilitation**

### **(to Collaboration Agreement between Louisiana State University and Guild Education, Inc.)**

**1. Education Benefits and Payment Administrator Designation:**

An E4E Employer may designate Guild as the payment administrator of its education benefits program, for purposes of confirming individual student eligibility and facilitating direct tuition payments on behalf of E4E Students. Guild represents that E4E Employers have acknowledged to Guild that by designating Guild as an administrator, University may rely on the data provided by Guild as evidence of an E4E Student's eligibility status to receive E4E Employer benefits, and accordingly, that the E4E Employer further commits to paying Guild in a timely manner the outstanding tuition balance and other qualified fees and costs assessed by University to the extent such fees are covered pursuant to the terms of the E4E Employer's education benefits program for the applicable academic term, net of any applicable grant funds that the E4E Student has received and paid to University, and Guild commits to paying to University such amounts received from E4E Employers in a timely manner as required by this Agreement.

**2. Eligibility Validation:**

University shall provide to Guild the data necessary (in accordance with Schedule 4) to confirm which E4E Students are admitted to University and registered for courses for each new term. Prior to the established University add/drop date, Guild will be responsible for providing an eligibility data feed which serves as written confirmation to University as to whether an E4E Student qualifies for the E4E Employer's education benefits. If University does not currently have an add/drop date or equivalent concept, University agrees to work with Guild to set up that concept, or equivalent census periods, to ensure accurate billing of E4E Employers in the future, as requested by Guild. In the event that data that was provided by University leads to an error in the eligibility calculation, Guild will promptly notify University and confirmation of payment by the E4E Employer shall be deemed void.

**3. Tuition/Fees Payment Process:**

University shall provide to Guild the financial data necessary (as set forth in Schedule 4) to facilitate payments from the E4E Employer to University by Guild in accordance with Guild's administration of the E4E Employer's education benefits program and based on a mutually agreed upon payment schedule. Guild will review and aggregate applicable tuition/fee costs and coordinate with respective E4E Employers to enable Guild to make payment to University within 45 days of invoice receipt or a mutually agreed upon confirmation date (but in all events, only after receipt by Guild of the applicable funds from the applicable E4E Employer). University shall also provide a signed certification to Guild (that Guild may provide to employer partners upon request) during each billing cycle that certifies that the tuition and amounts due were calculated consistent with provided policy. Questions or reconciliations will go through a mutually agreed upon reconciliation path to be defined between Guild and University. In the event that an E4E Student's account requires reconciliation, the Parties shall complete a payment reconciliation calculation and determine if additional funds are due to University or if funds must be returned to an E4E Employer. In the event additional funds are due to University, Guild will invoice the applicable E4E Employer. If funds must be returned to an E4E Employer, University shall transmit such funds to Guild to transfer to the applicable E4E Employer.







1. Each Party, its employees, subcontractors and agents shall:
  - 1.1. Maintain secure network connections while transferring student data by utilizing industry standard encryption technology and protocols, including without limitation, the following:
    - (a) Utilize cryptographic protocols, such as, at a minimum, the then-current version of Transport Layer Security ("TLS") (version 1.2 or such other subsequent version), to secure all communications; and
    - (b) Perform server verification to verify the identity of a server before establishing a connection with such server.
  - 1.2. Store all student data, without regard to the device or other media on which such student data is stored, securely in an encrypted format utilizing industry standard encryption technology, with a minimum of AES-128 encryption, and otherwise in accordance with applicable laws.
  - 1.3. Utilize security key management and other measures to ensure that encrypted student data is not lost or irretrievable should the encryption keys become unavailable.
  - 1.4. Ensure that all inbound and outbound remote access or any file transfers utilize an end-to-end encryption method in accordance with industry best practices.
  - 1.5. Maintain a firewall at all logical demilitarized zones and Internet connection points, with access control restricted to that required for authorized use of University systems and applications.
  - 1.6. Allow only personnel who have been authorized by the other Party to access the other Party's computer systems and ensure that such access is restricted to the specific individuals and locations that have been authorized by the other Party under this Agreement.
  - 1.7. Provide physical security to prevent unauthorized access to any device used to access the other Party's computer systems or systems that process student data.
  - 1.8. Ensure that all University and University subprocessors' remote personal computing systems, workstations and laptops that process student data have functional and current antivirus and firewall software installed and have industry standard security patches applied.
  - 1.9. Upon reasonable notice to the other Party and during normal business hours, a Party can request to review the other Party's compliance with the terms of this Schedule. Depending on the sensitivity and criticality of the services or data provided, the review can include the other Party's internal control structure and business continuity plans.
  - 1.10. At all times maintain and utilize measures to ensure the ongoing security, confidentiality, integrity and availability of systems and services.
  - 1.11. At all times maintain and utilize measures to ensure the ability to restore the availability of and access to student data in a timely manner in the event of a physical or technical incident.
  - 1.12. At all times maintain and utilize a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of student data.
  - 1.13. Use industry standard practices to ensure secure production, deployment and maintenance of any code utilized for any software to be developed in connection with the Services.

- 1.14. For University's relevant technology used to transmit student data, and for University's subcontractors' and agents' relevant technology (which shall include any third party SaaS applications that University may utilize) used to transmit, process or store student data, perform (or confirm the performance of) vulnerability scanning at least quarterly and penetration tests at least annually, and promptly for both following any material change. With respect to each vulnerability scan and penetration test performed: (a) conduct, or commission the performance of: (i) a vulnerability scan on all servers or databases that process student data, (ii) static and, if and as necessary, dynamic software application penetration tests, and (iii) a network vulnerability scan and penetration test on any network(s); (b) promptly remediate any high or medium vulnerabilities or remediate any high and medium vulnerabilities pursuant to a remediation plan that has been agreed to by both parties; and (c) remediate any critical vulnerabilities, including zero-day exploits, within 48 hours of availability of a fix, solution or workaround becoming available, or implement mitigating controls to reduce any associated risk arising out of such vulnerabilities until a fix, solution or workaround becomes available. Upon request, provide executive summaries of the most recent vulnerability scan result and the most recent penetration test result, within 15 days of written request thereof. The results shall be provided in such detail as will be reasonably necessary to allow an informed judgment as to the conformance with the security requirements set forth in this Agreement.
  - 1.15. Routinely gather information from appropriate server hardware, peripheral, or operating system vendors regarding the availability of defect patches or fixes, at least once every 90 days, and expedite the application of any such patches or fixes.
  - 1.16. Perform routine monitoring of the relevant technology used to transmit, process or store student data for local vulnerabilities and promptly (a) notify the other Party of any known or suspected vulnerabilities, (b) take corrective action to remediate such vulnerabilities, and (c) upon request, provide the other Party with summaries, reports, or other information regarding such vulnerabilities and corrective actions.
  - 1.17. Enable system and end-user logging on all systems that process student data.
2. Each Party must further ensure that all of its employees, subcontractors or agents with any access to any of the other Party's computer systems comply with the following procedures with respect to those systems and that access:
- 2.1. Sign an appropriate agreement with the Party employing that individual that acknowledges security requirements that support the obligations contained in this Schedule prior to gaining access.
  - 2.2. Not attempt unauthorized access to any computer system, device or asset, including program and data files.
  - 2.3. Not attempt to connect any network, computer system, device, site or asset to the computer system without explicit authorization.
  - 2.4. Not attempt to access any computer system, or any device or site from any unauthorized device, location, or software.
  - 2.5. Not attempt to remove, copy, compromise or replace system files or processes on any computer system unless authorized by the project manager of the other Party.
  - 2.6. Not attempt to install software or hardware on any computer system unless authorized by the other Party's information technology team.
  - 2.7. Any data, software, hardware or other material, equipment or property, including CDs, DVDs, USB flash drives, keys, identification badges, mobile phones, computers, tablet devices, documentation, computer files or any other such material, owned, leased or

operated that has been provided in order to provide services must be returned at the termination of the relationship with the other Party.

- 2.8. Each Party shall promptly disable all user accounts when a user no longer requires access to such account. Each Party will notify the other Party promptly to disable user accounts under the control of that Party when a user no longer requires access to such account.
  - 2.9. To the extent applicable, each Party's third party payment processor shall retain audit records/log files associated with the provided service for a minimum of 90 days. Each Party shall retain Payment Card Industry ("PCI") audit records for a minimum of one year.
  - 2.10. Each Party shall develop, implement and maintain a documented incident response plan, and shall review, test, and make appropriate improvements to such documented incident response plan at least annually.
  - 2.11. Each Party shall not use digital forensic, anti-forensic tools and other security tools within or against the other Party's computer systems without prior written authorization.
3. Each Party shall notify the other Party in writing upon learning of: (a) any actual or suspected breach of the obligations set forth in this Schedule, or (b) any actual or suspected breach or compromise of the confidentiality, integrity, or availability of Confidential Information or Protected Information (collectively, a "Security Incident"). Each Party shall make this notification as soon as practicable, but no later than 24 hours after it becomes aware of the actual or suspected Security Incident. The Parties shall cooperate fully to investigate the Security Incident and mitigate and remediate the adverse effects of any such Security Incident, and will share all information reasonably requested to be shared that is necessary to take appropriate action in response to the Security Incident. The Parties will cooperate in any litigation or other formal action deemed reasonably necessary by a Party to protect its rights. The Parties will cooperate in good faith to determine: (a) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation; and (b) the contents of any notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of such remediation. Each Party agrees to reimburse the other Party for actual costs (including all costs of notice and/or remediation) incurred by the other Party in responding to, and mitigating damages caused by, any Security Incident, to the extent that the Security Incident directly arises from the collection, maintenance, use, storage, processing, or transfer of Confidential Information or Protected Information by or on behalf of the reimbursing Party. The Parties shall provide reasonable mutual assistance and support in the event of an investigation by a data protection regulator or any other governmental authority, if and to the extent that such investigation related to the collection, maintenance, use, storage, processing, or transfer of Confidential Information or Protected Information by or on behalf of a Party hereto. Each Party agrees to comply with the Louisiana Database Breach Notification Law (Act 499) (<https://legis.la.gov/Legis/Law.aspx?d=322027>), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.
  4. Each Party warrants and represents that its data privacy and information security policies, procedures, and practices comply with all applicable local, state, federal, and international privacy, data security, and data protection statutes, directives, and regulations.
  5. Each Party will fully cooperate with the other Party in conducting security reviews to ensure compliance with any and all of the provisions set forth in this Schedule 4, at the request of that Party.

**Schedule 5 - Channel Limitations and Disclosures**  
**(to Collaboration Agreement between**  
**Louisiana State University and Guild Education, Inc.)**

**1. Student Eligibility Limitations:**

University shall not recruit E4E Employer students into its courses or programs or conduct targeted marketing to E4E Employer students other than for the Programs offered pursuant to the Agreement and for which the applicable E4E Employer students are eligible. Without limiting the generality of the foregoing, University agrees not to contact or offer any of its courses, programs, services or products to E4E Employer students, directly or indirectly through a third party, without Guild's prior written consent. These obligations shall survive termination, non-renewal or expiration of this Agreement, for any E4E Employer students enrolled in a Program as of that date. General, non-targeted marketing to student populations that overlap with the Guild student groups is permitted.

**2. Non-Circumvention Principles:**

"**Guild Employer Partner**" means current E4E Employers and any organizations that were E4E Employers within the previous 12 months. During the term of this Agreement and for one year thereafter, University agrees not to work with, contact or offer any of its courses, programs, services or products to Guild Employer Partners, directly or indirectly through a third party, except in cooperation with and at the direction of, or with the approval of, Guild.

**3. Third Party Provider/Consortium Limitations:**

"**Competitive Services**" are any set of services that facilitate tuition being paid to educational institutions by employers, either directly or indirectly through an intermediary, in combination with other related services that facilitate collaboration between educational institutions and employers.

"**Competitor**" means any firm, enterprise, business, entity, consortium, coalition or individual in existence now or in the future that provides Competitive Services, and any parent companies, subsidiaries, affiliates or entities related to the foregoing.

During the term of this Agreement and for one year thereafter, University shall not, directly or indirectly, (a) participate in, perform, or agree to participate in or perform, Competitive Services, or (b) engage or agree to engage in business or cooperation with any Competitor. Please note that this doesn't prevent University from working with non-Competitive Services portions of a Competitor's businesses (e.g. tuition reimbursement products that involve a student making payments directly to University and/or general tuition discounts), but it does prevent University from receiving Competitive Services from a Competitor. This also does not preclude direct relationships between University and an employer for tuition payment, so long as that relationship is not being facilitated by a third party.

The following is a non-exclusive list of entities that provide Competitive Services in all or a portion of their business and are therefore Competitors:

- Bright Horizons
- EdAssist
- InStride
- GP Strategies
- Edcor
- Pearson

If there is any doubt as to whether any entity provides Competitive Services or is a Competitor, University shall obtain Guild's written approval before proceeding with the entity. Guild will not unreasonably preclude University from other third party relationships that do not constitute Competitive Services.

If at the end of the second contract year following launch of University as a participant in the Guild network, cumulative enrollment of E4E Students in Programs since the Effective Date does not meet or exceed 1,000

individual students, University may terminate its obligations under Section 3 of this Schedule 5 by providing written notice of its intent to do so to Guild, which notice shall be effective 180 days after receipt by Guild, provided that such termination right shall be waived if not exercised within 30 days after the end of such third contract year.

**4. Exceptions:**

University has represented that it has existing contracts with the third parties ("**Third Parties**") listed below (the "**Exceptions List**"). The limitations set forth in Section 3 of this Schedule 5 do not apply to University's contracts in existence as of the Effective Date of this Agreement with the Third Parties listed in the Exceptions List with the following conditions: (a) there is no material change in University's relationship with the Third Party that will provide University services that are similar to the Competitive Services; and (b) to the extent an existing Third Party relationship already includes Competitive Services as of the Effective Date, University shall not add any additional clients for those services and University will not be described as a named (or other similar designation such as "preferred", "select", "special", etc.) partner of the Third Party or do cooperative sales or marketing with the Third Party.

Exceptions List:

- o N/A

**Schedule 6 - Guild Confidential Information and Trade Secrets**

**(to Collaboration Agreement between  
Louisiana State University and Guild Education, Inc.)**

The following items are considered to be confidential information and trade secrets of Guild:

1. Any information or data related to Guild's business relationships with Guild Employer Partners or schools in the University Network, including, without limitation:
  - (a) Current or prospective Guild Employer Partner lists; the identity of any single current or prospective Guild Employer Partner that is not known to the public; any information about a Guild Employer Partner that is not known to the public; any business process, description, or analysis that explains Guild's process for identifying potential Guild Employer Partners;
  - (b) Contractual provisions regarding term and termination, severability, non-circumvention and economics (included but not limited to fee and payment structures, discounts, and payment mechanics);
  - (c) Pricing information or discounts offered to Guild's Employer Partners, which are the result of proprietary business formulas; and
  - (d) Non-public and/or material information about a publicly traded Guild Employer Partner;
2. Unpublished student data, including but not limited to information related to student progress, grades, finances, retention, advising, and enrollment;
3. Detailed product and service overviews or standard operating procedures explaining Guild's business, including but not limited to processes and procedures for marketing, education benefit management, advising, and enrollment;
4. Unpublished program evaluation and performance data, including but not limited to data regarding Guild's performance metrics and individual or comparative data related to Guild Employer Partners;
5. Proprietary software, coding, technical data, processes, and information used for benefits administration and reconciliation; and
6. Any and all communications, contracts, or reports related to items 1 through 5 of this Schedule 6.





## Board of Supervisors

### Request from LSU Alexandria to Establish the LSUA Endowed Professorship in Interdisciplinary Innovation

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

Significant donations have been made to the LSUA Foundation to establish an endowed professorship, which qualifies for Board of Regents Support Fund matching funds.

#### 3. Review of Business Plan

Not Applicable

#### 4. Fiscal Impact

Not Applicable

#### 5. Description of Competitive Process

The Louisiana Board of Regents approved Endowed Professorship Program matches non-State contributions of at least \$80,000 with \$20,000 increments from the Board of Regents Support Fund (BoRSF) to create endowed professorships to enhance opportunities for outstanding faculty.

##### a) LSUA Endowed Professorship in Interdisciplinary Innovation

The new Endowed Professorship in Interdisciplinary Innovation is a novel attempt to re-envision traditional siloed pathways of study. It is intended to support the work of a full-time faculty member pursuing research and/or curricular development that coherently blends two or more academic disciplines in a substantive innovative manner.

#### 6. Review of Legal Documents

A memo from the campus head requesting establishment of the LSUA Endowed Professorship in Interdisciplinary Innovation is on file at the LSUA Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

#### 7. Parties of Interest

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Alexandria to establish the following Endowed Professorship:

- a) LSUA Endowed Professorship in Interdisciplinary Innovation

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following Endowed Professorship at LSU Alexandria:

- a) LSUA Endowed Professorship in Interdisciplinary Innovation



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## Board of Supervisors

### Request from LSU A&M to Rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

LSU A&M is requesting to rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab. The original LSU small-scale physical model was housed in the Vincent A. Forte River and Coastal Hydraulics Lab, a building constructed specifically for housing the model. Design and construction of the building was made possible through LSU (College of Engineering) Foundation funds and in-kind support & resources from Ann Forte Trappey, Forte & Tablada, and other local firms. In recognition of Mr. Forte's vision for a facility like this and the strong support from Ann, the lab building was named after her father. With subsequent construction and opening of the LSU Center for River Studies (CRS): (1) the original building has been re-purposed for other research activities; and (2) there is a dedicated 2500 sq ft space in the CRS for river, hydraulic and coastal research. This request is to re-assign the name of the original building to this CRS lab space, with a minor modification (e.g., Vincent A. Forte River and Coastal Hydraulics Lab to Vincent A. Forte Hydraulics Lab).

#### 3. Review of Business Plan

Not Applicable

#### 4. Fiscal Impact

Not Applicable

#### 5. Description of Competitive Process

The Dean of the College of Engineering and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

#### 6. Review of Legal Documents

Not Applicable

#### 7. Parties of Interest

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to rename the Vincent A. Forte River & Coastal Hydraulics Lab to the Vincent A. Forte Hydraulics Lab.



## Board of Supervisors

### Request from LSU A&M to Name the Richard P. Sivicek Classroom

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

LSU A&M is requesting to name a classroom within the School of Renewable Natural Resources in the College of Agriculture in honor of Mr. Richard P. Sivicek.

Richard Sivicek graduated from the College of Agriculture in 1969 with a degree in forestry. While his career went in a different direction, he still considers forestry his passion and is giving back to the school that he said gave him so much. Since he began giving back to LSU in July of 2019, Richard has endowed the Richard P. Sivicek Undergraduate Scholarship at \$50,000 and the Richard P. Sivicek Graduate Scholarship at \$60,000 in the College of Agriculture's School of Renewable Natural Resources. He additionally just committed a gift of \$100,000 to the LSU School of Veterinary Medicine Wildlife Hospital Support Fund.

Richard has committed \$80,000 towards a classroom renovation and innovation within the School of Renewable Natural Resources (RNR.) As new technologies emerge and the demand for professionals with geospatial expertise grows, it is imperative that we expose our students to theory and application in this field. In order to do this, there are needs to upgrade the RNR Natural Resources Computer Laboratory. Technological advances in geospatial data collection and analysis in natural resources are fairly new and until recently there were few faculty with expertise in the field. The funds that Richard has committed will be a massive support toward this initiative.

Richard was inspired to give toward scholarships partially because he had wanted to go for a master's degree in fisheries. However, with an active military draft at that time, he signed up for the army reserves following graduation. His active duty orders kept getting delayed, which pushed back his opportunity for additional schooling. After graduation, Richard went on the work with Georgia Pacific particle board facility in Taylorsville, Mississippi. He then moved to Chicago to work in construction. Sivicek finished out his career by joining the police department in Oaklawn, a suburb of Chicago, where he worked for 22 years before retirement.

#### 3. Review of Business Plan

Not Applicable

**4. Fiscal Impact**

Not Applicable

**5. Description of Competitive Process**

The Dean of the College of Agriculture and the LSU A&M Naming Committee have approved this request. The Office of Academic Affairs has also given approval.

**6. Review of Legal Documents**

Not Applicable

**7. Parties of Interest**

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to name the Richard P. Sivicek Classroom.



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## Board of Supervisors

### Request from LSU A&M to Establish Two Endowed Superior Graduate Student Scholarships

Date: January 15, 2021

#### 1. Bylaw Citation

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

Significant donations have been made to the LSU Foundation to establish Endowed Superior Graduate Student Scholarships that qualify for Board of Regents Support Fund matching funds. LSU A&M is requesting approval to establish two Endowed Superior Graduate Student Scholarship based on the donations listed:

- a) A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics - \$60,000  
The A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics shall benefit full-time students enrolled in the College of Science, majoring in Mathematics.
- b) Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies - \$60,000  
The Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies shall benefit full-time students enrolled in the College of Humanities and Social Sciences, majoring in French who have a GPA of 3.0 or higher. It is the donors' preference that the recipients also participate in travel abroad programs.

#### 3. Review of Business Plan

Not Applicable

#### 4. Fiscal Impact

Not Applicable

#### 5. Description of Competitive Process

The Board of Regents Support Fund (BoRSF) Endowed Superior Graduate Student Scholarships Subprogram matches non-State contributions of at least \$60,000 with \$40,000 from the BoRSF to create endowed scholarships to support graduate and first professional degree students as well as post-doctoral fellows. Income above corpus may be used to benefit the student recipient in the

form of scholarships, fellowships, and experiential opportunities, including internships, externships, conference travel, and field work.

#### **6. Review of Legal Documents**

The donor agreement is on file at the LSU Office of Academic Affairs and the LSU Foundation.

#### **7. Parties of Interest**

Not Applicable

#### **8. Related Transactions**

Not Applicable

#### **9. Conflicts of Interest**

Not Applicable

#### **10. Attachments**

Not Applicable

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the following Endowed Superior Graduate Student Scholarships:

- a) A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics
- b) Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following Endowed Superior Graduate Student Scholarships at LSU A&M:

- a) A.K. and Shirley Barton Superior Graduate Student Scholarship in Mathematics
- b) Lillie Petit and George Clark Gallagher Graduate Student Travel and Research Scholarship in French Studies





## Board of Supervisors

### Request from LSU A&M to Establish the Dr. Charles M. Smith Chair of Medical Physics #2

**Date:** January 15, 2021

#### 1. Bylaw Citation

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

Significant donations have been made to the LSU Foundation to establish an endowed chair, which qualifies for Board of Regents Support Fund matching funds.

#### 3. Review of Business Plan

Not Applicable

#### 4. Fiscal Impact

Not Applicable

#### 5. Description of Competitive Process

The Louisiana Board of Regents approved Endowed Chairs Program matches non-State contributions of at least \$600,000 with \$400,000 increments from the Board of Regents Support Fund (BoRSF) to create endowed chairs to recruit outstanding faculty.

##### **a) Dr. Charles M. Smith Chair of Medical Physics #2 - \$600,000**

The Dr. Charles M. Smith Chair of Medical Physics #2 will be established in the College of Science, Department of Physics and Astronomy and may be used for salary supplements and other support of the academic activities of the position including but not limited to instruction, research, equipment, materials, student support, and faculty enhancements. At the discretion of the Chair recipient, earnings from the Fund may be expended to provide for scholarships, fellowships, and assistantships for students in the Medical Physics Program. Selections of the students for these awards shall be made by the recipient of the Chair and approved by the College Dean.

#### 6. Review of Legal Documents

A memo from the campus head requesting establishment of the Dr. Charles M. Smith Chair of Medical Physics #2 is on file at the LSU Office of Academic Affairs, and the gift agreement is on file at the appropriate foundation.

**7. Parties of Interest**

Not Applicable

**8. Related Transactions**

Not Applicable

**9. Conflicts of Interest**

Not Applicable

**10. Attachments**

Not Applicable

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the following Endowed Chair:

- a) Dr. Charles M. Smith Chair of Medical Physics #2

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Supervisors and/or the President, as may be appropriate, are hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the following Endowed Chair at LSU A&M:

- a) Dr. Charles M. Smith Chair of Medical Physics #2



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## Board of Supervisors

### FINANCE COMMITTEE

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021



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## Board of Supervisors

### **Request from LSU A&M to Approve a Cooperative Endeavor Agreement with Invested Enterprise, LLC (Invested) to Develop NCAA Compliance Software for LSU**

**Date:** January 15, 2021

#### **1. Bylaw Citation**

Pursuant to Article VII, Section 1

- 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**

LSU A&M Athletics proposes to enter into a Cooperative Endeavor Agreement with Invested Enterprise LLC for a public purpose pursuant to Article VII, section 14(C) of the Constitution of the State of Louisiana. Under the terms of the agreement, the Athletics Department currently uses a mainframe application to handle all student athlete management needs as well as regulate NCAA compliance.

With plans to have the mainframe decommissioned in the upcoming future, the objective of this agreement is to modernize this application through an agreement with Invested Enterprise LLC (Invested). The agreement with Invested will ensure that there are adequate resources dedicated to the development stage and the project is completed in conjunction with the mainframe transition timeline. A new athletic system will replace the mainframe Student Athlete Certification System that has been used for the past thirty years by LSU's Athletic Department, Office of Undergraduate Admissions, and Cox Communications Academic Center for Student Athletes.

The existing system is used to process student athletes' initial eligibility (freshman or transfer), continuing academic eligibility, progress towards degree, financial aid, and annual participation by sport. Adherence to NCAA regulations and reporting requirements are critical aspects of the system. Data collected is used to compile the University's annual NCAA Academic Progress Rate (APR) and Graduation Success Rate (GSR) reports. In addition to active athletes, the system is also used to track data for trainers, managers, cheerleaders, and former athletes who return to complete their degrees. Approximately 750 students are processed and tracked annually.

The system interfaces with other University data base systems, including the Admissions, Student Records, Financial Aid, Advance Billing, Treasurer's Information, Student Award Entry, and Directory Systems

#### **3. Review of Business Plan**

Not Applicable

#### **4. Fiscal Impact**

The university may realize some revenue sharing if the software created is utilized or licensed to other NCAA universities. All cost for implementation will be handled by LSU Athletics.

#### **5. Description of Competitive Process**

Not applicable

#### **6. Review of Legal Documents**

The Cooperative Endeavor Agreement has been reviewed and approved by the LSU Office of Innovation and Technology Commercialization

#### **7. Parties of Interest**

LSU Athletics, LSU Information Technology Services, and LSU Office of Innovation and Technology Commercialization

#### **8. Related Transactions**

Upon successful launch of the software, and completion of the CEA timeframe, LSU and Invested Enterprise, LLC will jointly own the software and enter into two additional agreements: 1) a sole source software as a service agreement to maintain and update the software, 2) a revenue sharing agreement through LSU Office of Innovation and Technology Commercialization to pay LSU a share of all revenues from other subscribers to the software.

#### **9. Conflicts of Interest**

Not applicable

#### **10. Attachments**

1. Cooperative Endeavor Agreement

### **RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSU A&M and the Invested Enterprise, LLC (Invested), under which Invested will develop NCAA compliance software for LSU.

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee, be and he 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 include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

**ATTACHMENT 1**

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND AMONG**

**INVESTED ENTERPRISE, LLC**

**AND**

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

**DATED AS OF JANUARY 15, 2021**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is made and entered into this 15th day of January, 2021 (the “**Effective Date**”), by and between **Invested Enterprise, LLC**, a Louisiana limited liability corporation, having a primary place of business located at **13601 Lexham Garden Avenue, Baton Rouge, LA 70810** and represented herein by **Matthew McAlister**, its duly authorized undersigned Principal (hereinafter referred to as the “**Invested**”), and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation of the State of Louisiana, represented herein by **Thomas C. "Tom" Galligan Jr.** its duly authorized undersigned Interim President & Chancellor (hereinafter referred to as “**LSU**”), **Invested** and **LSU** are each referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

## **RECITALS**

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;”

**WHEREAS**, **LSU** desires to cooperate with the **Invested** in the implementation of the project as hereinafter provided;

**WHEREAS**, the public purpose is described as:

**LSU** needs a broad functioning software tool to support compliance, reporting, documentation, and management of NCAA and **LSU** regulations. The custom application will be deployed at **LSU** and integrated with existing **LSU** software tools. **Invested** and **LSU** will jointly own and control all developed material and **LSU** will license the resulting software from **Invested** for continued use at **LSU** under a separate agreement once development is complete. **Invested** and **LSU** will enter into a separate revenue sharing agreement for any situation in which **Invested** licenses the software tool to another entity or university.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **A. Scope of Services**

Invested hereby agrees to furnish the following services:

Implementation Go-Live Date: August 2022

#### Software Development

- Agile Methodology.
- Architecting a multi-tiered web-based application.
- Integrating with existing **LSU** systems (including but not limited to: Mainframe, Workday, etc).
- Building APIs to allow for an open system design.
- Adding business rules specific to the ATH system workflow.
- Requesting ITS resources will require a 6-week advance lead time to ensure availability.

#### Business Analysis

- Creating functional & user documentation for system interactions.



- Gathering additional requirements as needed.
- Providing guidance and training for functionality where needed.

Quality Assurance Testing

- Ensuring the system works as expected without issue.

Data

- Providing hosting server.
- Providing test data/scrubbed for LSU student athletes.
- Connect to Boomi Connector for LSU ITS to access.
- Comply with LSU ITS Security requirements.
- Data being transferred through integrations should be pushed or pulled at the frequency defined by LSU to align as closely as possible to current expectations.

Security

- The solution should support multiple authentication methods including SSO for LSU personnel and application-based authentication for non-LSU personnel.
- The solution must maintain encryption of data at rest and in motion.
- The solution must be hosted, including data, in continental USA.
- The solution must be in compliance with GDPR and other data privacy regulations.
- The solution should support role-based access.
- The department must ensure robust access management process to ensure that access is managed based on need-to-know and least privilege principles.

**B. Payment Terms**

In consideration of the services described above, LSU hereby agrees to pay the **Invested** a maximum fee of \$450,000.00 U.S. Dollars.

Payment will be made only on approval of Matthew LaBorde, Associate Athletic Director and Business Operations (or his appointee).

If progress and/or completion to the reasonable satisfaction of LSU is obtained, payments are scheduled as follows:

<b>Project Year</b>	<b>Payment Structure</b>
Year 1: FY2020-21	\$75,000 February 1, 2021: \$37,500 April 1, 2021: \$37,500
Year 2: FY2021-22	\$150,000 (paid quarterly) July 1, 2021: \$37,500 October 1, 2021: \$37,500 January 1, 2022: \$37,500 April 1, 2022: \$37,500
Year 3: FY2022-23	\$150,000 (paid quarterly) July 1, 2021: \$37,500 October 1, 2021: \$37,500 January 1, 2022: \$37,500 April 1, 2022: \$37,500
Year 4: FY2023-24	\$75,000 (paid quarterly) July 1, 2023: \$37,500 October 1, 2023: \$37,500

### C. Expenses

Each **Party** shall be responsible for its own legal, consulting, and other expenses incurred in connection with negotiation of this **Agreement** unless the **Parties** otherwise agree in writing to share specific expenses between them.

### D. Indemnity

1. Indemnity Obligations of Invested. **Invested** agrees to protect, defend, indemnify, save, and hold harmless, **LSU** and their board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of Invested, its agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by **LSU** as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of **LSU** or their officers, agents, servants, employees and/or volunteers. **Invested** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
2. Indemnity Obligations of LSU. **LSU** agrees to protect, defend, indemnify, save, and hold harmless, **Invested** and its board members, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person, or arising out of the damage, loss or destruction of any property which may occur, or arising out of any act or omission of **LSU** or their agents, board members, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by **Invested** as a result of any such claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Invested, its officers, agents, servants, employees and/or volunteers. **LSU** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agree to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. However, the **Parties** further agree that the costs and expenses incurred by **LSU** in fulfilling their defense and indemnity obligations hereunder shall be limited to proceeds from the Office of Risk Management or other applicable **LSU** insurance plan which are available for this purpose.

### E. Non-Assignability

The **Parties** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the other **Parties**. This provision shall not be construed to prohibit **Invested** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **LSU** and the Office of Contractual Review.

### F. Binding Effect

Except as otherwise provided herein, this **Agreement**, and the rights and obligations of the **Parties** hereunder, will be binding upon and inure to the benefit of the **Parties'** respective successors, assigns, heirs, legatees, executors, administrators and legal representatives.

### G. Audit and Auditors

The **Parties** hereby agree that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration, as well as the internal auditors of **LSU** acting directly or through contracted auditors shall have the option of auditing all records and accounts of **Invested** that relate to

this **Agreement**, as well as all contracts with outside consultants and service providers relative to the performance of services under this **Agreement**.

#### **H. Record Retention**

**Invested** agrees to retain all books, records, and other documents relevant to this **Agreement** and the funds expended hereunder for at least three (3) years after final payment hereunder, or as required by applicable Federal law if Federal funds are used to fund this **Agreement**.

#### **I. Ownership**

All records, reports, documents, and other material delivered or transmitted to **Invested** by **LSU** shall remain the property of **LSU** and shall be returned by **Invested** to **LSU**, at **Invested's** expense, at termination or expiration of this **Agreement**. All records, reports, or documents related to this **Agreement** and/or obtained or prepared by **Invested** in connection with the performance of the services contracted for herein shall become the property of **LSU**, and shall, upon request, be returned by **Invested** to **LSU**, at **Invested** expense, at termination or expiration of this **Agreement**.

For all development prior to August 1, 2022 **Invested** and **LSU** will jointly own the resulting intellectual property and all developed material. After August 1, 2022, **Invested** will be the sole owner of any newly developed intellectual property. Anytime prior to August 1, 2022 **LSU** and **Invested** may mutually agree to change the transition date from joint ownership to solely **Invested** ownership. If **Invested** ceases to support any intellectual property or resulting software created under this agreement, **Invested** shall assign all rights in the intellectual property and software to **LSU** for continued use. **Invested** and **LSU** will execute a separate revenue sharing agreement for any situation in which **Invested** uses or licenses the software tool for any other purpose or with another entity or university. The **LSU** portion of any revenue sharing agreement shall be capped at 25% (however, it is anticipated to be in the 10%-15% range) for any related **Invested** transaction and shall be handled on a project-by-project basis. **LSU** and **Invested** will enter into a separate agreement for annual software maintenance of the resulting software from **Invested** for continued use at **LSU**. The initial software maintenance agreement shall be for 2 years (January 1, 2024 – December 31, 2025) at an annual rate of \$50,000. The initial software maintenance agreement may be adjusted in response to the terms outlined in any revenue sharing agreement. Future software maintenance agreements beyond December 31, 2025 shall be negotiated in good faith. Once **LSU** and **Invested** execute at least one annual software maintenance agreement, **LSU** will assign its co-ownership of any intellectual property or resulting software under this agreement to **Invested**. **LSU** is not obligated to assign its co-ownership of any intellectual property or resulting software under this agreement to **Invested** if there is not an agreed upon revenue sharing agreement. The earliest **LSU** would assign its co-ownership of any intellectual property or resulting software under this agreement to **Invested** would be August 1, 2022.

#### **J. Term**

This **Agreement** shall begin on the **Effective Date**, and shall terminate on December 31, 2023. The termination date may be extended by written amendment to this **Agreement**, which must be signed by each of the **Parties** after obtaining any necessary approvals.

#### **K. Termination**

1. Termination for Convenience. **LSU** may terminate this **Agreement** at any time by giving thirty (30) days written notice to **Invested**. **Invested** shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily. Upon Termination for Convenience **Invested** will be provided the option to purchase all of **LSU's** co-ownership share of the intellectual property for no greater than the cumulative total of payments made by **LSU** to **Invested** pursuant to this contract.

2. Termination for Cause. **LSU** may terminate this **Agreement** for cause based upon the failure of the **Invested** to comply with the terms and/or conditions of the **Agreement**; provided that the **LSU** shall give the **Invested** written notice specifying the **Invested's** failure. If within thirty (30) days after receipt of such notice, **Invested** shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the **LSU** may, at its option, place **Invested** in default and the **Agreement** shall terminate on the date specified in such notice. **Invested** may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the **LSU** to comply with the terms and conditions of this contract; provided that **Invested** shall give the **LSU** written notice specifying **LSU's** failure and a reasonable opportunity for the **LSU** to cure the defect.

#### **L. Fiscal Funding**

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the Legislature as determined by **LSU** in its sole discretion. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated unless terminated earlier as otherwise provided in this **Agreement**.

#### **M. Discrimination Clause**

1. Applicable Non-Discrimination Acts. **Invested** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.
2. Non-Discrimination Policy. **Invested** agrees not to discriminate in employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability.
3. Termination. Any failure to comply with these statutory obligations when applicable, or any act of discrimination committed by any **Invested**, shall be grounds for termination of this **Agreement**.

#### **N. Independent Contractors**

Nothing contained in this **Agreement** is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the **Parties**. **Invested** shall at all times remain an "independent contractor" with respect to the **Scope of Services** to be performed under this **Agreement**.

#### **O. Tax Liability**

**Invested** hereby agrees that the responsibility for payment of taxes due in connection with the funds received under this **Agreement** shall be the obligation of **Invested**.

#### **P. Agreement Approval**

This **Agreement**, as well as any amendments hereto, shall not be effective until it has been approved and signed by all **Parties** and until it has been approved by the Director of the Office of Contractual Review or the Commissioner of Administration.

#### **Q. General Provisions**

1. Severability. To the fullest extent possible, each provision of this **Agreement** shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this **Agreement** shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this **Agreement**.
2. Governing Law; Venue. This **Agreement** shall be construed in accordance with and governed by the laws of the State of Louisiana. The 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana, shall be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding by and among the Parties in connection with, or by reason of, this **Agreement**.
3. Notices. Any notice required or permitted to be given under or in connection with this **Agreement** shall be in writing and shall be deemed to have been duly provided upon delivery, if by hand; on the guaranteed delivery date, if by reputable overnight courier; or upon confirmation of successful transmission if by email. Notices must be addressed to the addressee, or the person then-holding the office of the addressee, at the following addresses or to such other person or address as a **Party** may give notice to the other **Parties**:

If to **Invested**:                      Invested Enterprise, LLC  
13601 Lexham Garden Avenue  
Baton Rouge, LA 70810  
Attention: Matthew McAlister, Principal  
Email: matthew@investedenterprise.com

If to **LSU**:                                Board of Supervisors of Louisiana State University and Agricultural  
and Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, LA 70808  
Attention: Thomas C. "Tom" Galligan Jr., President and Chancellor  
Email: [president@lsu.edu](mailto:president@lsu.edu)

4. Entire Agreement; Supersedure. This **Agreement** sets forth the entire agreement of the **Parties** with respect to the subject matter hereof and supersedes any and all prior contracts, agreements and understandings between the **Parties**, whether written or oral, concerning the subject matter hereof and is a complete statement of the terms thereof.
5. Amendments. The **Parties** agree that any amendment to this **Agreement** must be in writing and executed by all **Parties**.
6. Construction. The **Parties** and/or their respective counsel have participated in the negotiation and drafting of this **Agreement**. In the event that an ambiguity or question of intent or interpretation arises, this **Agreement** shall be construed as if drafted together by the **Parties**, and no presumption or burden of proof shall arise favoring or disfavoring any of the **Parties** by virtue of the authorship of any of the provisions of this **Agreement**. In entering this **Agreement**, the **Parties** represent that they have relied upon the advice of their attorneys, who are attorneys of

their own choice, and that the terms of this **Agreement** have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

7. Counterpart Execution. This **Agreement** may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.
8. Captions. The captions or headings in this **Agreement** are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this **Agreement**.
9. Further Assurances. From time to time hereafter, each **Party** shall execute and deliver such additional instruments, certificates or documents, and take all such actions as the other **Parties** may reasonably request, for the purpose of fulfilling its obligations hereunder.
10. No Personal Liability. No covenant or agreement contained in this **Agreement** shall be deemed to be the covenant or agreement of any official, trustee, board member, officer, agent or employee of any **Party** hereto in his individual capacity, and those persons executing this **Agreement** on behalf of a **Party** to this **Agreement** shall not be liable personally with respect to this **Agreement** or be subject to any personal liability or accountability by reason of the execution and delivery of this **Agreement** except to the extent required by law.
11. Delay or Omission. No delay or omission in the exercise of any right or remedy accruing to a **Party** upon any breach by the other **Party** under this **Agreement** shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the date indicated below, to be effective as of the Effective Date.

**Witnesses:**

**INVESTED ENTERPRISE, LLC**

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Matthew McAlister  
Title: Principal

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Date

**THUS DONE AND SIGNED** at Baton Rouge, Louisiana, on the date indicated below, to be effective as of the Effective Date.

**Witnesses:**

**BOARD OF SUPERVISORS OF**

**LOUISIANA STATE UNIVERSITY AND  
AGRICULTURAL AND MECHANICAL  
COLLEGE**

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Thomas C. "Tom" Galligan Jr.  
Title: Interim President & Chancellor

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Date



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## Board of Supervisors

### PROPERTY & FACILITIES COMMITTEE

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021





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## Board of Supervisors

### Request Authorization to Negotiate and Enter into Property Lease with Pi Kappa Alpha and Terminate Lease with Lambda Chi Alpha

Date: January 15, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1C

##### C. Lease of Immovable Property

1. the lease is potentially for a term of more than five (5) years or, for leases for agricultural purposes, more than eight (8) years (include any optional renewal terms provided for in the lease to calculate the potential term)

#### 2. Summary of Matter

The Alpha Gamma Chapter of Pi Kappa Alpha was recognized by LSU in 1902 and has operated on campus for 119 years without interruption. It currently operates a facility at 15 Fraternity Lane under a lease between LSU and the Alpha Gamma House Corporation. In recent years, the local chapter of Pi Kappa Alpha has grown and developed the need for a larger facility. An opportunity was presented when Lambda Chi Alpha decided that it would not return to LSU. Pi Kappa Alpha has entered into an agreement to purchase the leasehold improvements on the property currently leased and formerly occupied by Lambda Chi Alpha at 10 Fraternity Lane. With the purchase of the facility, the Alpha Gamma House Corporation desires to enter into a new lease with LSU. The expected term will be no more than 40 years. LSU and Lambda Chi Alpha will voluntarily terminate the lease between them concurrently with entering into the new lease with Pi Kappa Alpha.

The Lambda Chi Alpha Alumni Association has indicated that the net proceeds of the sale will be donated to the LSU Foundation, the Tiger Athletic Foundation and the LSU Alumni Association.

Authorization is requested for the President to consent to the purchase by Pi Kappa Alpha of the leasehold improvements from Lambda Chi Alpha, to negotiate and enter into a new lease with Pi Kappa Alpha, and to terminate the lease with Lambda Chi Alpha.

#### 3. Review of Business Plan

N/A

#### 4. Fiscal Impact

None.

#### 5. Description of Competitive Process

N/A

**6. Review of Legal Documents**

N/A.

**7. Parties of Interest**

LSU, Alpha Gamma Housing Corporation, Lambda Chi Alpha Fraternity, and Pi Kappa Alpha Fraternity

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None identified.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby authorize the President to terminate the lease with Lambda Chi Alpha Fraternity for property located at 10 Fraternity Lane on the LSU campus; and,

**BE IT FURTHER RESOLVED** the President is authorized to consent to the purchase of the leasehold improvements by Pi Kappa Alpha from Lambda Chi Alpha, to negotiate with Pi Kappa Alpha Fraternity for the lease of property located at 10 Fraternity Lane on the LSU campus, and to execute such documents as necessary to complete the transaction.



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## Board of Supervisors

### HEALTH & MEDICAL EDUCATION COMMITTEE

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021



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## Board of Supervisors

### ATHLETICS COMMITTEE

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021



## Board of Supervisors

### Request from LSU A&M to Approve a Change in Position for Three LSU Athletics Personnel

Date: January 15, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section K, Subsection 4

##### K. Matters Related to Personnel

4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

#### 2. Summary of Matter

The resolution seeks to approve a change in position for the following Athletics Personnel.

1. Bo Pelini, Defensive Coordinator: Employment will end 12/31/2020 and the existing employment agreement will be canceled. A termination payment of \$4 million will be made no later than 1/31/2021. An additional \$70,000 (in five installments of \$14,000 every six months) will be paid through 3/31/2023, though unpaid installments will be extinguished if other full-time employment is secured.
2. Steven Ensminger, Assistant Football Coach: The existing employment agreement will be canceled effective 12/31/2020. A termination payment of \$500,000 will be made no later than 1/31/2021. He will be retained as an at-will analyst effective 1/1/2021.
3. William Johnson, Assistant Football Coach: The existing employment agreement will be amended to change the end date from 3/31/2022 to 6/30/2021. There will be no change in pay but his title will change to analyst.

#### 3. Review of Business Plan

Not applicable

#### 4. Fiscal Impact

The Athletic Department currently expects that all funds relating to these employment contracts 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.

#### 5. Description of Competitive Process

Not applicable

**6. Review of Legal Documents**

The Office of General Counsel has reviewed each agreement.

**7. Parties of Interest**

LSU and the above named athletics' personnel.

**8. Related Transactions**

None.

**9. Conflicts of Interest**

None

**10. Attachments**

1. Agreements for the above named personnel

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President of Louisiana State University, or his or her designee, to execute the position changes for Bo Peline, Steven Ensminger, and William Johnson as described in this item, in consultation with the General Counsel.

## **TERMINATION AGREEMENT**

This Termination Agreement (“Agreement”) is made as of December 22, 2020 between the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College (“LSU”) and Mark “Bo” Pelini (“Employee”).

WHEREAS, LSU and Employee executed an Employment Agreement dated April 1, 2020, which provides the terms of the Employee’s employment as the Defensive Coordinator for the LSU Football Team;

WHEREAS, LSU and Employee desire to terminate the Employment Agreement pursuant to the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Termination of Employment Agreement.** LSU and Employee hereby mutually agree that the Employment Agreement shall terminate and shall be null and void and of no further force and effect as of December 31, 2020 (“Effective Date”). Neither party shall have any further obligation to the other pursuant to the Employment Agreement, except as otherwise specifically provided in this Agreement, and all of the Employee’s rights to compensation, payments and benefits under the Employment Agreement shall cease on the Effective Date.

2. **Consideration.** As consideration for this Agreement, LSU will pay to Employee as follows:

- a. Termination payment of \$4,000,000.00, payable no later than January 31, 2021.
- b. Additional payment of no more than \$70,000.00, less all applicable payroll taxes and deductions, payable in installments as follows:
  - (i) Payment of \$14,000.00 payable no later than March 31, 2021 if Employee has not secured full-time employment as of that date;
  - (ii) Payment of \$14,000.00 payable no later than September 30, 2021 if Employee has not secured full-time employment as of that date;
  - (iii) Payment of \$14,000.00 payable no later than March 31, 2022 if Employee has not secured full-time employment as of that date;
  - (iv) Payment of \$14,000.00 payable no later than September 30, 2022 if Employee has not secured full-time employment as of that date;
  - (v) Payment of \$14,000.00 payable no later than March 31, 2023 if Employee has not secured full-time employment as of that date;

- c. The payments provided in Section 2(b) shall only be payable to the extent Employee has been unable to secure athletically-related employment by the installment date. In the event Employee obtains such other employment, the obligation of LSU to pay any remaining installments in Section 2(b) shall be extinguished.

3. **Release.** Except for the obligations arising out of this Agreement, the Employee, himself and on behalf of his agents, heirs, beneficiaries, successors and assigns, past or present (collectively the “Employee Parties”) does hereby release, acquit, satisfy and forever discharge LSU, its agents, board members, employees, successors and assigns (collectively, the “Employer Parties”), from any and all actions, causes of action, claims, rights, debts, sums of monies, costs, expenses, attorneys’ fees, judgments, orders and liabilities, accounts, covenants, controversies, promises, damages, of whatever kind and nature in law or equity or otherwise whether now known or unknown (collectively, the “Claims”), which the Employee Parties ever had, now have, or may have had against any of the Employer Parties, for any reason (including, but not limited to, all Claims relating to the Employment Agreement) from the beginning of time up through and including this date. In furtherance of the foregoing, each of the releasing parties irrevocably covenants to refrain from, directly or indirectly, asserting any Claims, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Employer Parties with respect to any of the matters within the scope of the foregoing release.

4. **Duty to Cooperate.** After the Effective Date, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the Southeastern Conference or the National Collegiate Athletics Association. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.

5. **Tax Liability and Indemnification.** At Employee’s request, LSU will not withhold any amounts for taxes and will issue Employee an IRS Form 1099 for all payments made under this Termination Agreement. Employee agrees that he shall be solely liable for any and all taxes which may be due on any payments made under this Termination Agreement. Employee agrees that he shall fully indemnify and hold LSU harmless from any tax liability assessed to LSU arising from or related to the payments made under this Termination Agreement, including, but not limited to, any taxes, penalties, fines, and/or interest assessed by any tax authority, as well as any attorneys’ fees and costs incurred by LSU to enforce this provision.

6. **Miscellaneous.**

a. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral and written, between the parties hereto, with respect to such subject matter, all of which are merged herein.



b. Governing Law, Jurisdiction and Venue. This Agreement shall be enforced and construed in accordance with the laws of the State 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 irrevocably submit to the jurisdiction of the chosen courts, and agree not to assert as a defense in any such action, suit or proceeding that such party is not subject to the jurisdiction of the chosen courts, that such action, proceeding or claim may not be brought or is not maintainable in the chosen courts, that venue is not appropriate in the chosen courts, or that this Agreement may not be enforced in the chosen courts.

c. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under this Agreement on any person or entity other than the LSU and the Employee.

d. Modification and Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by each of the parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege.

e. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not impact any other provision hereof and this Agreement shall remain in force and be effectuated as if such invalid or unenforceable provision is not part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement on the day and year first set forth above.

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

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

DocuSigned by:  
Mark "Bo" Pelini 12/22/2020  
7DC5E28ED8B8456  
Mark "Bo" Pelini Date

## TERMINATION AGREEMENT

This Termination Agreement (“Agreement”) is made as of December 22, 2020 between the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College (“LSU”) and Steven Ensminger (“Employee”).

WHEREAS, LSU and Employee executed an Employment Agreement dated April 1, 2020, which provides the terms of the Employee’s employment as the Offensive Coordinator for the LSU Football Team, which Employment Agreement expires March 31, 2022;

WHEREAS, LSU and Employee desire to terminate the Employment Agreement pursuant to the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Termination of Employment Agreement.** LSU and Employee hereby mutually agree that the Employment Agreement shall terminate and shall be null and void and of no further force and effect as of December 31, 2020 (“Effective Date”). Neither party shall have any further obligation to the other pursuant to the Employment Agreement, except as otherwise specifically provided in this Agreement, and all of the Employee’s rights to compensation, payments and benefits under the Employment Agreement shall cease on the Effective Date.

2. **Consideration.** As consideration for this Agreement, LSU will pay to Employee a termination payment of \$500,000.00, less all applicable payroll taxes and deductions, payable no later than January 31, 2021.

3. **Release.** Except for the obligations arising out of this Agreement, the Employee, himself and on behalf of his agents, heirs, beneficiaries, successors and assigns, past or present (collectively the “Employee Parties”) does hereby release, acquit, satisfy and forever discharge LSU, its agents, board members, employees, successors and assigns (collectively, the “Employer Parties”), from any and all actions, causes of action, claims, rights, debts, sums of monies, costs, expenses, attorneys’ fees, judgments, orders and liabilities, accounts, covenants, controversies, promises, damages, of whatever kind and nature in law or equity or otherwise whether now known or unknown (collectively, the “Claims”), which the Employee Parties ever had, now have, or may have had against any of the Employer Parties, for any reason (including, but not limited to, all Claims relating to the Employment Agreement) from the beginning of time up through and including this date. In furtherance of the foregoing, each of the releasing parties irrevocably covenants to refrain from, directly or indirectly, asserting any Claims, or commencing, instituting or causing to be commenced, any proceeding of any kind against any of the Employer Parties with respect to any of the matters within the scope of the foregoing release.

4. **At-Will Employment.** As of January 1, 2021, Employee will commence employment with LSU in an “at will” capacity as an analyst or in a similar capacity. Employee's employment with LSU is “at-will” and not of any specified duration. LSU and Employee shall each have the right, at any time, to end the employment relationship with or without cause and with or without advance notice. LSU shall also have the right to change Employee's title or position as deemed necessary by LSU. Employee will continue to be eligible for all rights and

benefits of an unclassified professional employee pursuant to LSU policies. It is the intention of the parties that there be no interruption of service.

5. **Duty to Cooperate.** Both during and after the end of employment with LSU, Employee agrees, without additional compensation (other than reimbursement for reasonable associated expenses post-employment), to cooperate with LSU in any investigation, internal or otherwise, of any possible violation of law (including Title IX) or violation of any rule, policy or regulation of LSU (including PM-73), the Southeastern Conference or the National Collegiate Athletics Association. Employee agrees (a) to be reasonably available to answer questions regarding any matter with which Employee was involved while employed by LSU, and (b) to cooperate with LSU during the course of any proceedings arising out of any matter with which Employee has knowledge or information.

6. **Miscellaneous.**

a. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral and written, between the parties hereto, with respect to such subject matter, all of which are merged herein.

b. **Governing Law, Jurisdiction and Venue.** This Agreement shall be enforced and construed in accordance with the laws of the State 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 irrevocably submit to the jurisdiction of the chosen courts, and agree not to assert as a defense in any such action, suit or proceeding that such party is not subject to the jurisdiction of the chosen courts, that such action, proceeding or claim may not be brought or is not maintainable in the chosen courts, that venue is not appropriate in the chosen courts, or that this Agreement may not be enforced in the chosen courts.

c. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under this Agreement on any person or entity other than the LSU and the Employee.

d. **Modification and Waiver.** No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by each of the parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege.

e. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not impact any other provision hereof and this Agreement shall remain in force and be effectuated as if such invalid or unenforceable provision is not part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement on the day and year first set forth above.

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

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

 \_\_\_\_\_  
Steven Ensminger Date  
12/22/20

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (“Second Amendment”) is made and entered into as of this 22nd day of December, 2020, by and between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (“LSU”), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by Thomas C. Galligan, Jr., its duly authorized Interim President, and WILLIAM JOHNSON (“Employee”):

WHEREAS, LSU and Employee are parties to that certain Employment Agreement (“Employment Agreement”) dated April 1, 2020, which provides the terms of the Employee’s employment as an Assistant Football Coach for the LSU Football Team, and which Employment Agreement expires March 31, 2022;

WHEREAS, LSU and Employee are parties to that certain Amendment to Employment Agreement (“Amended Agreement”) dated December 1, 2020, amending certain terms of the Employment Agreement;

WHEREAS, LSU and Employee desire to further amend certain provisions of the Employment Agreement pursuant to the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Position.** The definition of “Position” in Section 1(D) of the Employment Agreement is deleted. “Position” is hereby redefined as “Offensive Analyst.”
2. **Term.** The definition of “End Date” in Section 1(F) of the Agreement is deleted. “End Date” is hereby redefined as June 30, 2021.
3. **No Further Amendment.** Except as set forth in the Amended Agreement and this Second Amended Agreement, the Employment Agreement shall remain binding and in full force and effect. From and after the date of this Amendment, all references to the term “Agreement” in this Amendment or the original Agreement shall include the terms contained in this Second Amendment.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Employment Agreement on the day and year first set forth above.

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

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President  
Louisiana State University and  
Agricultural and Mechanical College

  
\_\_\_\_\_  
William Johnson Date



**Board of Supervisors**

**Request from LSU A&M to Approve Multiple Contract Amendments for LSU Athletics Employees**

**Date: January 15, 2021**

**1. Bylaw Citation**

Pursuant to Article VII, Section K, Subsection 3-4

**K. Matters Related to Personnel**

- 3. Appointments and all other personnel actions relating to Head Coaches and Athletic Directors.
- 4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

**2. Summary of the Matter**

This resolution seeks approval of the proposed contract amendments for a number of LSU Athletics employees. The COVID-19 pandemic affected attendance rates at college athletics events in Louisiana, which consequently led to a decline in revenue. In an effort to mitigate a portion of the negative financial impact, the LSU Athletics Department proposed a reduction of compensation for contract and non-contract personnel. The following contract personnel agreed to a voluntary reduction of base and supplemental compensation (where applicable) by 5% for the period beginning January 1, 2021 and ending December 31, 2021 as well as a suspension of performance-based awards for the period beginning January 1, 2021 and ending August 1, 2021. For contracts expiring in CY2021, the chart below assumes renewal at the same rate of compensation though renewal is subject to negotiation and approval by the Board of Supervisors.

Name	Title	Effective Dates of Proposed Change		Total Certain Compensation <sup>a</sup>	
		Start	End	Current	Proposed
Verge Ausberry	Executive Deputy Athletic Director	1/1/2021	12/31/2021	\$500,000	\$475,000
Stephanie Rempe	Executive Deputy Athletic Director	1/1/2021	12/31/2021	\$437,000	\$415,150
Scott Woodward	Athletics Director	1/1/2021	12/31/2021	\$1,100,000	\$1,045,000
Tommy Moffitt	Assistant Athletic Director	1/1/2021	6/30/2021	\$530,000	\$503,500
		7/1/2021	12/31/2021	\$550,000	\$522,500
Alan Dunn	Assistant Baseball Coach	1/1/2021	12/31/2021	\$300,000	\$285,000
Bill Armstrong	Associate Head Men's Basketball Coach	1/1/2021	12/31/2021	\$375,000	\$356,250
Will Wade	Head Men's Basketball Coach	1/1/2021	12/31/2021	\$2,500,000	\$2,375,000



## Board of Supervisors

Name	Title	Effective Dates of Proposed Change		Total Certain Compensation <sup>a</sup>	
		Start	End	Current	Proposed
Nikki Fargas	Head Women's Basketball Coach	1/1/2021	12/31/2021	\$700,000	\$665,000
Bill Busch	Assistant Football Coach	1/1/2021	12/31/2021	\$450,000	\$427,500
James Cregg	Assistant Football Coach	1/1/2021	12/31/2021	\$700,000	\$665,000
Kevin Faulk	Assistant Football Coach	1/1/2021	12/31/2021	\$350,000	\$332,500
Bill Johnson	Assistant Football Coach	1/1/2021	12/31/2021	\$550,000	\$522,500
Mickey Joseph	Assistant Football Coach	1/1/2021	12/31/2021	\$400,000	\$380,000
Scott Linehan	Assistant Football Coach	1/1/2021	12/31/2021	\$800,000	\$760,000
Greg McMahon	Assistant Football Coach	1/1/2021	12/31/2021	\$425,000	\$403,750
Ed Orgeron	Head Football Coach	1/1/2021	12/31/2021	\$4,000,000	\$3,800,000
Corey Raymond	Assistant Football Coach	1/1/2021	12/31/2021	\$600,000	\$570,000
Chuck Winstead	Head Men's Golf Coach	1/1/2021	12/31/2021	\$325,000	\$308,750
Beth Torina	Head Softball Coach	1/1/2021	6/30/2021	\$405,000	\$384,750
		7/1/2021	12/31/2021	\$430,000	\$408,500
Russell Brock	Head Beach Volleyball Coach	7/1/2021	12/31/2021	\$110,000	\$104,500
Garrett Runion	Head Women's Golf Coach	1/1/2021	6/30/2021	\$140,000	\$133,000
		7/1/2021	12/31/2021	\$145,000	\$137,750
Sian Hudson	Head Soccer Coach	1/1/2021	12/31/2021	\$165,000	\$156,750
Dave Geyer	Head Swimming Coach	1/1/2021	12/31/2021	\$115,000	\$109,250
Doug Shaffer	Head Diving Coach	1/1/2021	12/31/2021	\$115,000	\$109,250
Andy Brandi	Co-Head Men's Tennis Coach	1/1/2021	12/31/2021	\$170,000	\$161,500
Chris Brandi	Co-Head Men's Tennis Coach	1/1/2021	12/31/2021	\$110,000	\$104,500
Julia Sell	Co-Head Women's Tennis Coach	1/1/2021	12/31/2021	\$115,000	\$109,250
Michael Sell	Co-Head Women's Tennis Coach	1/1/2021	12/31/2021	\$115,000	\$109,250
Fran Flory	Head Volleyball Coach	1/1/2021	12/31/2021	\$170,000	\$161,500
Kevin Nickelberry	Assistant Men's Basketball Coach	1/1/2021	12/31/2021	\$300,000	\$285,000
Dennis Shaver	Head Track and Field Coach	1/1/2021	12/31/2021	\$370,000	\$351,500
Jay Clark	Head Gymnastics Coach	1/1/2021	12/31/2021	\$275,000	\$261,250



Notes:           <sup>a</sup> Total Certain Compensation includes all compensation that is contractually guaranteed to be received 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.

### **3. Review of Business Plan**

Not applicable.

### **4. Fiscal Impact**

The contract amendments decrease the salary expenditures for the affected positions totally slightly less than \$1.8 million. The Athletic Department currently expects that all funds relating to these employment contracts 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.

### **5. Description of Competitive Process**

Not applicable

### **6. Review of Documents Related to Referenced Matter**

The Office of General Counsel has reviewed the proposed contract amendments.

### **7. Parties of Interest**

LSU and the above-named athletics' personnel.

### **8. Related Transactions**

None.

### **9. Conflicts of Interest**

None

### **10. Attachments**

- I.       Memorandum of Agreements for the above-named personnel.

## RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College authorizes the President, or his designee, to execute the contract amendments with Verge Ausberry, Stephanie Rempe, Scott Woodward, Tommy Moffitt, Alan Dunn, Paul Mainieri, Bill Armstrong, Will Wade, Nikki Fargas, Bill Busch, James Cregg, Kevin Faulk, Bill Johnson, Mickey Joseph, Scott Linehan, Greg McMahon, Ed Orgeron, Corey Raymond, Chuck Winstead, Beth Torina, Russell Brock, Garrett Runion, Sian Hudson, Dave Geyer, Dough Shaffer, Andy Brandi, Chris Brandi, Julia Sell, Michael Sell, Fran Flory, Kevin Nickelberry, Dennis Shaver, and Jay Clark, in consultation with the General Counsel, to reduce base and supplemental compensation by five (5) percent for the period beginning January 1, 2021 and ending December 31, 2021 and to suspend post-season incentives for the period beginning January 1, 2021 and ending August 1, 2021.

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and VERGE AUSBERRY ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 15, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary, including Executive Deputy Athletic Director Base Salary and Executive Director of External Relations Base Salary, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Learfield Sports Directors' Cup Incentive Compensation, Division I Football Post-Season Incentive Compensation, or Academic Incentive Compensation.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 11-9-2020  
Verge Ausberry Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and STEPHANIE REMPE ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 15, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Learfield Sports Directors' Cup Incentive Compensation, Division I Football Post-Season Incentive Compensation, or Academic Incentive Compensation.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
Stephanie Rempe

11.9.2020  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas Galligan, its duly authorized Interim President, SCOTT WOODWARD ("EMPLOYEE"), and RYAN ERIC, LLC ("COMPANY").

WHEREAS, EMPLOYEE, COMPANY, and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated May 6, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE, COMPANY and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary and Compensation.** Beginning January 1, 2021 through December 31, 2021, EMPLOYEE, COMPANY and LSU do hereby agree to reduce EMPLOYEE's and COMPANY's Base Salary and Supplemental Compensation by five percent (5%).

2. **Intentionally Omitted.**

3. **Defined Term.** Capitalized terms used, but not defined, herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 11.10.20  
Scott Woodward Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

COMPANY:

RYAN ERIC, LLC

By:  11.10.20  
Scott Woodward, Duly Authorized Date

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and JAMES T. MOFFITT ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated June 28, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

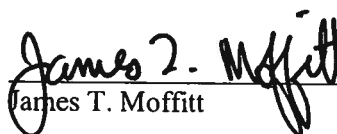
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 7-12-2020  
James T. Moffitt Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this “Amendment”) is made and entered into as of this 1st day of December, 2020 (the “Effective Date”), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and ALAN D. DUNN (“EMPLOYEE”).

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the “Employment Agreement”) dated July 1, 2016 and amended on November 1, 2017;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE’s Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE’s Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:  
  
Alan D. Dunn  
12/4/20  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and WILLIAM M. ARMSTRONG ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

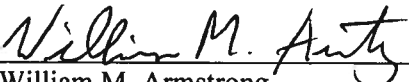
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 11/13/20  
William M. Armstrong Date

By: \_\_\_\_\_ Date \_\_\_\_\_  
Thomas C. Galligan Jr. Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and FRANK W. "WILL" WADE ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated June 22, 2017;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

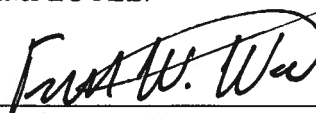
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Frank W. "Will" Wade

11/10/20  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and YOLANDA "NIKKI" FARGAS ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 2, 2011 and amended on July 1, 2014 and April 1, 2018;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 11/15/20  
Yolanda "Nikki" Fargas Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and JAMES CREGG ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
James Cregg  
Date 12/15/20

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and KEVIN FAULK ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
Kevin Faulk

  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and ROBERT L. "MICKEY" JOSEPH, JR. ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

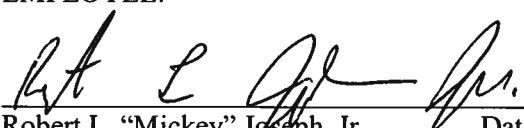
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
Robert L. "Mickey" Joseph, Jr. Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and SCOTT LINEHAN ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

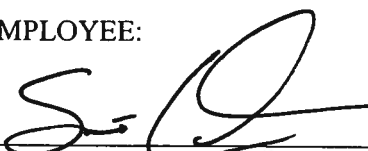
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Scott Linehan

12-10-20  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and GREGORY L. MCMAHON ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;


WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).
2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.
4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:  
 12-10-20  
Gregory L. McMahon Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas Galligan, its duly authorized Interim President, Edward J. Orgeron, Jr. ("EMPLOYEE"), and My 3 Tiger Boyz LLC LLC ("COMPANY").

WHEREAS, EMPLOYEE, COMPANY, and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated May 6, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE, COMPANY and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary and Compensation.** Beginning January 1, 2021 through December 31, 2021, EMPLOYEE, COMPANY and LSU do hereby agree to a one-time, voluntary reduction of EMPLOYEE's and COMPANY's Base Salary, Supplemental Compensation, and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE and COMPANY shall not earn, accrue or receive and LSU shall not have any obligation to pay any Regular Season Victory Incentive Compensation, Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation.


3. **Defined Term.** Capitalized terms used, but not defined, herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement. For the avoidance of doubt, this Amendment shall not reduce the timing or payment amounts due from LSU pursuant to Sections 3 and 5 of Schedule A of the Employment Agreement, Liquidated Damages for Termination by LSU Without Cause and Supplemental Benefit Plan payments, respectively.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Edward J. Orgeron, Jr. Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1<sup>st</sup> day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and COREY J. RAYMOND ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated April 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 12/3/20  
Corey J. Raymond Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and CHARLES W. WINSTEAD, JR. ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated June 29, 2018 and amended on September 13, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

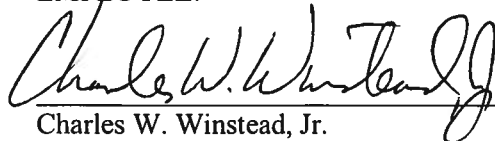
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 12-10-20  
Charles W. Winstead, Jr. Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and ELIZABETH TORINA ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated September 1, 2017;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

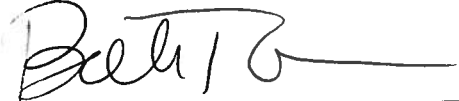
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 12/1/20  
\_\_\_\_\_  
Elizabeth Torina Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and GARRETT RUNION ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
Garrett Runion

12-4-20

Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and SIAN E. HUDSON ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated January 10, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:



12/01/2020

By: \_\_\_\_\_ Date  
Thomas C. Galligan Jr.                      Date  
Interim President

\_\_\_\_\_  
Sian E. Hudson                                      Date

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and DAVID L. GEYER ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

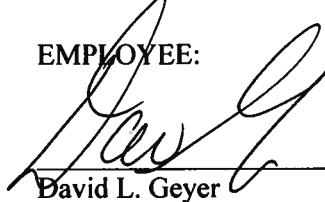
3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
David L. Geyer

12/4/2020  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and DOUGLAS J. SHAFFER ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Douglas J. Shaffer

12/9/20  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and ANDRES V. BRANDI ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:



Andres V. Brandi

11-9-20  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President





**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and MICHAEL SELL ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:  
  
Michael Sell  
12/4/20  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and MARY "FRAN" FLORY ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated February 1, 2018;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.


3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Mary "Fran" Flory

11/18/2020  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and KEVIN NICKELBERRY ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:



Kevin Nickelberry

12-17-2020

Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and DENNIS G. SHAVER ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated October 23, 2019;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 12/15/20  
Dennis G. Shaver Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President



**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and JEFFREY J. CLARK ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated August 5, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of January 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

**IN WITNESS WHEREOF**, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

  
\_\_\_\_\_  
Jeffrey J. Clark

12-4-20  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr.                      Date  
Interim President

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (this "Amendment") is made and entered into as of this 1st day of December, 2020 (the "Effective Date"), 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 Thomas C. Galligan, Jr., its duly authorized Interim President and RUSSELL L. BROCK ("EMPLOYEE").

WHEREAS, EMPLOYEE and LSU are parties to that certain Employment Agreement (the "Employment Agreement") dated July 1, 2020;

WHEREAS, in consideration of the financial impact of the COVID-19 pandemic on LSU and its athletics department, EMPLOYEE and LSU have agreed to enter into this Amendment to amend and modify the terms and conditions of the Employment Agreement upon those terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, EMPLOYEE and LSU do agree as follows.

1. **Reduction of Salary.** For the period of July 1, 2021 through December 31, 2021, EMPLOYEE and LSU do hereby agree to reduce EMPLOYEE's Base Salary and, if applicable, Supplemental Compensation and Other Supplemental Compensation, by five percent (5%).

2. **No Incentive Compensation.** From the Effective Date through August 1, 2021, EMPLOYEE shall not earn, accrue or receive and LSU shall not have any obligation to pay any Post-Season Incentive Compensation, Academic Incentive Compensation, or Coaching Recognition Incentive Compensation, to the extent such incentives are provided for in the Employment Agreement. This paragraph shall have no effect on Post-Season Incentive Compensation or Coaching Recognition Compensation, if the post-season for EMPLOYEE's Program was canceled in 2020 due to COVID-19.

3. **Defined Terms.** Capitalized terms used but not defined herein shall have the meaning attributed to them in the Employment Agreement.

4. **No Further Amendment.** Except as set forth in this Amendment, the Employment Agreement shall remain binding and in full effect, and the parties hereto ratify and confirm the Employment Agreement.

IN WITNESS WHEREOF, EMPLOYEE and LSU have each caused this Amendment to be executed as of the dates set forth below but effective as of the Effective Date.

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

EMPLOYEE:

 12/10/20  
\_\_\_\_\_  
Russell L. Brock Date

By: \_\_\_\_\_  
Thomas C. Galligan Jr. Date  
Interim President



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## Board of Supervisors

### Request from LSU Athletics to Approve Term Sheet with Assistant Football Coach Daniel Mangas

Date: January 15, 2021

#### 1. Bylaw Citation

Pursuant to Article VII, Section 1K

##### **K. Matters related to personnel:**

4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

#### 2. Summary of Matter

LSU Athletics is negotiating the employment of Daniel Mangas as assistant football coach. The general terms of the agreement are:

- \$400,000 per year
- Term is through March 31, 2023
- Additional amounts for post-season participation with a maximum of \$75,000
- Access to a courtesy car or car allowance, and a moving allowance.

#### 3. Review of Business Plan

Not applicable

#### 4. Fiscal Impact

\$400,000 per year plus any incentive amounts will be paid by the Athletics Department.

#### 5. Description of Competitive Process

Not applicable

#### 6. Review of Legal Documents

Term sheet reviewed by Office of General Counsel and Legal Affairs

#### 7. Parties of Interest

Not applicable

#### 8. Related Transactions

None

#### 9. Conflicts of Interest

None reported

### RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Daniel Mangas,

and authorize the President to continue negotiations toward a final contract to be approved by the Board of Supervisors.

**TERM SHEET BETWEEN**  
**LOUISIANA STATE UNIVERSITY AND DANIEL MANGAS**

**Position:** Assistant Football Coach at LSU  
**Reporting:** Coach shall report directly to Ed Orgeron, Head Football Coach  
**Term:** Effective no later than March 1, 2021 and ending March 31, 2023.  
**Compensation:**

- Base Salary (annual rate; pro-rated for partial years): \$400,000  
Through March 31, 2023: \$400,000

**Incentives:**

- Post-Season (Amounts are cumulative and the maximum amount is \$75,000):
  - SEC West Representative in SEC Championship Game \$ 10,000 OR
  - SEC Champion \$ 15,000
  - AND the highest goal attained of any one of the following:
  - Non-College Football Playoff (CFP) Bowl Participant \$ 10,000 OR
  - CFP Bowl Participant (excl. semi-finals & championship) \$ 25,000 OR
  - CFP Semi-Final Game Participant \$ 35,000 OR
  - CFP National Championship Game Participant \$ 45,000 OR
  - CFP Champion \$ 60,000
- Other Special Incentives (paid by LSU):
  - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month
  - Moving Expenses in accordance with University policy and state law along with a \$5,000 moving allowance to cover incidentals and other costs associated with moving and, if necessary, up to 60 days temporary housing at a location selected by the Athletic Department
  - Mobile Phone included

**Termination without Cause by University:** If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

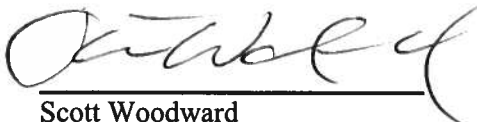
**Termination for Cause by University:** If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

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

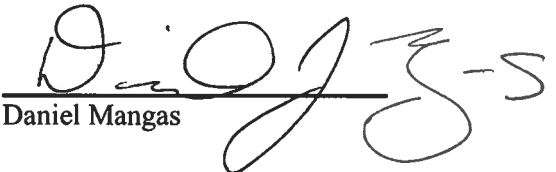
- Fifty percent (50%) of all remaining guaranteed Base Salary due under the Agreement on the termination date if Coach accepts employment in a non-head coaching position with another Southeastern Conference football program or a Division I-A Football Bowl Subdivision program within a 500 mile radius of LSU; or
- Twenty percent (20%) of all remaining guaranteed Base Salary due under the Agreement on the termination date if Coach accepts employment to accept a non-head coach position other than as described above or for any other reason;
- Except, however, no liquidated damages are due if Coach accepts any collegiate head coaching position or any position in the National Football League.

**Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

**ACCEPTED AND AGREED:**

  
\_\_\_\_\_  
Scott Woodward  
On behalf of Louisiana State University

1.10.21  
Date

  
\_\_\_\_\_  
Daniel Mangas

1/10/21  
Date



**Board of Supervisors**

**Request from LSU Athletics to Approve Term Sheet with Jacob Peetz Pertaining to LSU Football Offensive Coordinator Position**

**Date:** January 15, 2021

**1. Bylaw Citation**

Pursuant to Article VII, Section 1K

**K. Matters related to personnel:**

4. Appointments and all other personnel actions relating to Coaches other than Head Coaches with a salary of \$250,000 or above.

**2. Summary of Matter**

LSU Athletics is negotiating the employment of Jacob Peetz as the LSU Football Offensive Coordinator. The proposed contract term is through March 31, 2023. The general terms of the agreement are:

<b>Contract</b>	<b>Term</b>	<b>Base Amount</b>	<b>Supplemental</b>	<b>Total</b>
FY22	3/31/22	\$400,000	\$150,000 (one-time) \$800,000	\$1,350,000
FY23	3/31/23	\$400,000	\$900,000	\$1,300,000

- Additional amounts for post-season participation with a maximum of \$75,000
- Access to a courtesy car or car allowance, a moving allowance, and mobile phone.

**3. Review of Business Plan**

Not applicable

**4. Fiscal Impact**

\$1.35M in FY22 and \$1.3M in FY23 plus any incentive amounts will be paid by the Athletics Department.

**5. Description of Competitive Process**

Not applicable

**6. Review of Legal Documents**

Term sheet reviewed by Office of General Counsel and Legal Affairs

**7. Parties of Interest**

Not applicable

**8. Related Transactions**

None

**9. Conflicts of Interest**

None reported

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors for Louisiana State University and Agricultural & Mechanical College does hereby approve the term sheet for Jacob Peetz, and authorize the President to continue negotiations toward a final contract to be approved by the Board of Supervisors.



**TERM SHEET BETWEEN**  
**LOUISIANA STATE UNIVERSITY AND JACOB PEETZ**

**Position:** Offensive Coordinator at LSU  
**Reporting:** Coach shall report directly to Ed Orgeron, Head Football Coach  
**Term:** Effective no later than March 1, 2021 and ending March 31, 2023.

**Compensation:**

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
  - Through March 31, 2022: \$800,000
  - April 1, 2022 through March 31, 2023: \$900,000
- One Time Supplemental Compensation:
  - Payment upon board approval of term sheet: \$150,000

**Incentives:**

- Post-Season (Amounts are cumulative and the maximum amount is \$75,000):
  - SEC West Representative in SEC Championship Game \$ 10,000 OR
  - SEC Champion \$ 15,000
  - AND the highest goal attained of any one of the following:
    - Non-College Football Playoff (CFP) Bowl Participant \$ 10,000 OR
    - CFP Bowl Participant (excl. semi-finals & championship) \$ 25,000 OR
    - CFP Semi-Final Game Participant \$ 35,000 OR
    - CFP National Championship Game Participant \$ 45,000 OR
    - CFP Champion \$ 60,000
- Other Special Incentives (paid by LSU):
  - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month
  - Moving Expenses in accordance with University policy and state law. If necessary, up to 60 days temporary housing at a location selected by the Athletic Department
  - Mobile Phone included

**Termination without Cause by University:** If LSU terminates the employment of Coach without cause, LSU will pay to Coach the Base Salary and Supplemental Compensation for the unexpired term of the contract with partial years and months pro-rated. Coach shall have duty to mitigate, and University shall have the right to offset against the liquidated damages amount any post-termination income that Coach receives. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

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

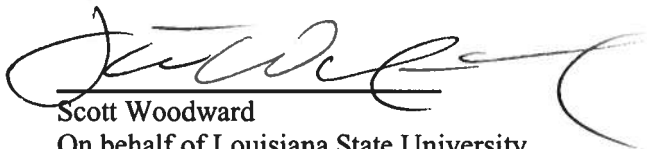
**Termination by Coach:** If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:


- Fifty percent (50%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if Coach 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

- Twenty percent (20%) of all remaining guaranteed Base Salary and Supplemental Compensation due under the Agreement on the termination date if Coach accepts employment to accept a non-head coach position other than as described above or for any other reason;
- Except, however, no liquidated damages are due if Coach accepts any collegiate head coaching position or any position in the National Football League.

**Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS.** The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

**ACCEPTED AND AGREED:**

  
\_\_\_\_\_  
Scott Woodward  
On behalf of Louisiana State University

  
\_\_\_\_\_  
Jacob Peetz

1.7.21  
\_\_\_\_\_  
Date

01/07/2021  
\_\_\_\_\_  
Date



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# Board of Supervisors

## MEETING MINUTES

BOARD OF SUPERVISORS MEETING | JANUARY 15, 2021

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AUGUST 14, 2020

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MINUTES  
LSU BOARD OF SUPERVISORS MEETING  
*Meeting held telephonically via Zoom Webinar  
Friday, December 4, 2020 | 10:00 a.m. CST*

I. Call to Order and Roll Call

Mr. Robert Dampf, Chair, called to order the Regular Meeting of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College on December 4, 2020.

Present

Mr. Robert S. Dampf, Chair-elect  
Mr. Rémy Voisin Starns, Chair-elect  
Ms. Mary Werner, Past Chair  
Mr. Ronnie Anderson  
Mr. Glenn Armentor  
Mr. Jack "Jay" A. Blossman, Jr.  
Mr. B. Wayne Brown  
Mr. Stone Cox  
Ms. Valencia Sarpy Jones  
Mr. Lee Mallett  
Mr. Randy Morris  
Mr. Patrick C. Morrow  
Mr. Jimmie M. Woods, Sr.  
Mr. Richard E. Zuschlag

Absent

Mr. Collis B. Temple Jr.

Also participating in the meeting were the following: Mr. Thomas Galligan, Interim President of LSU; Mr. Winston DeCuir, General Counsel for LSU; University officers; and, administrators of the campuses; faculty representatives; interested citizens and representatives of the news media.

II. Invocation and Pledge of Allegiance

The invocation was offered by Mr. Anderson. The Pledge of Allegiance was led by Mr. Morris.

III. Public Comment

There were no individuals registered for public comment.

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

IV. Committee Meetings

4.A. Academic & Research Committee

Provost Haynie introduced two of the newest academic administrators: Jared Llorens, College of Business dean and Jim Spencer, vice provost and dean of the Graduate School.

4.A.1. Request from LSU A&M to Establish the Bachelor of Arts in African & African American Studies

Upon motion by Mr. Williams, and seconded by Mr. Cox, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Bachelor of Arts in African & African American Studies.

4.A.2. Request from LSU A&M to Establish the Bachelor of Science in Business Analytics

Upon motion by Mr. Armentor, and seconded by Ms. Werner, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M to establish the Bachelor of Science in Business Analytics.

4.A.3. Request from LSU Health Sciences Center – Shreveport for Full, Five-Year Approval of the Center for Emerging Viral Threats as a Center for Excellence

Upon motion by Ms. Werner, and seconded by Mr. Blossman, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU Health Sciences Center – Shreveport for the full, five-year approval of the Center for Emerging Viral Threats as a Center of Excellence.

4.A.4. Request from LSU A&M to Award a Posthumous Degree to Ms. Katelyn Lamb

Upon motion by Mr. Blossman, and seconded by Mr. Starns, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize Louisiana State University to award the Master of Science in Oceanography & Coastal Sciences degree to Katelyn Lamb, posthumously, at the Fall 2020 Commencement Exercises (be they virtual or on-campus).

4.A.5. Request from LSU A&M to Award a Posthumous Degree to Mr. Eber Abissai Rivas

Upon motion by Mr. Starns, and seconded by Ms. Werner, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize Louisiana State University to award the Bachelor of Architecture degree to Eber Abissai Rivas, posthumously, at the Spring 2021 Commencement Exercises (be they virtual or on-campus).

4.A.6. Request from LSU Eunice to Rename the Acadian Center to the Dr. Anthony Mumphrey Center

A representative from the Mumphrey family offered remarks.

Upon motion by Ms. Werner, and seconded by Mr. Armentor, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU Eunice to rename the Acadian Center the Dr. Anthony Mumphrey Center.

4.A.7. Recommendation to Approve the Conferral of Degrees at the 2021 Spring Commencement Exercises

Upon motion by Mr. Starns, and seconded by Mr. Cox, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the degrees to be conferred on candidates meeting degree requirements for graduation from the campuses of the University at 2021 spring commencement exercises on or after the dates specified herein:

LSU A&M	May 14, 2021
Paul M. Hebert Law Center	May 28, 2021
School of Veterinary Medicine	May 10, 2021
LSU Alexandria	May 7, 2021
LSU Eunice	May 14, 2021
LSU Health Sciences Center New Orleans	May 13, 2021
LSU Health Sciences Center Shreveport	May 22, 2021
LSU Shreveport	May 14, 2021

4.A.8. Recommendation to Approve the Conferral of Degrees for Students of Online Programs for CY 2021 and Establish Anticipated Dates of Conferral

Upon motion by Mr. Armentor, and seconded by Mr. Blossman, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the conferral of degrees to students have completed their course of study in online degree programs in Calendar Year 2021 and have been recommended by the faculty to receive their degree; and

**BE IT FURTHER RESOLVED**, degree candidates completing their requirements may be awarded their degrees on or after by the dates provided herein:

LSU A&M: March 9, May 7, July 6, August 13, October 19, and December 17, 2021; LSU Alexandria: May 7, August 15, and December 10, 2021; LSU Eunice: May 14 and December 17, 2021; and LSU Shreveport: March 9, May 14, July 6, August 31, October 26, and December 17, 2021.

4.A.9. Recommendation to Amend the Admissions Policies Related to Standardized Tests for a Limited Term

Upon motion by Ms. Werner, and seconded by Mr. Williams, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College has determined that COVID-19 has made the administration and taking of national standardized tests extraordinarily difficult and has hindered the timely admission of students across the nation; and,

**BE IT FURTHER RESOLVED** the Board approves the amendment of undergraduate admissions policies by removing the requirement of a standardized test score for academic sessions or terms starting during Calendar Year 2021 and terms within Academic Year 2021-22.

4.A.10. Consent Agenda

- a. Request from LSU Eunice to Establish the Mayci Breaux Memorial Scholarship Fund as a Two-Year Workforce Scholarship
- b. Request from LSU Eunice to Establish the Super1 Foods Focus on the Future Endowed Scholarship as a Two-Year Workforce Scholarship
- c. Request from LSU Eunice to Establish the Fritz Lang Endowed Scholarship as a Two-Year Workforce Scholarship
- d. Request from LSU A&M for Continued Approval of the LSU Center for Coastal Resilience
- e. Request from LSU A&M for Continued Approval of the Professional Sales Institute
- f. Request from LSU A&M to Establish Four Endowed Superior Graduate Student Scholarships
- g. Request from LSU A&M to Augment the Carrigan Graduate Student Scholarship in History

Upon motion by Mr. Starns, and seconded by Mr. Armentor, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize LSU Eunice to establish the Mayci Breaux Memorial Scholarship Fund #2; and

**BE IT FURTHER RESOLVED** that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Mayci Breaux Memorial Scholarship Fund #2.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize LSU Eunice to establish the Super1 Foods Focus on the Future Endowed Scholarship; and

**BE IT FURTHER RESOLVED** that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Super1 Foods Focus on the Future Endowed Scholarship.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby authorize LSU Eunice to establish the Fritz Lang Endowed Scholarship; and

**BE IT FURTHER RESOLVED** that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the establishment of the Fritz Lang Endowed Scholarship.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M for the continued, five-year approval of the LSU Center for Coastal Resiliency.



**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural & Mechanical College does hereby approve the request from LSU A&M for the continued, five-year approval of the Professional Sales Institute.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to establish each of the following four endowed superior graduate student scholarships:

- a. J. Lanier Yeates Scholarship in Law
- b. Lopez Family Graduate Student Scholarship in Chemical Engineering #2
- c. Louise W. Kinney Endowed Superior Graduate Award in Opera Studies
- d. Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering; and .

**BE IT FURTHER RESOLVED** that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and 3 otherwise complete the establishment of the following four endowed superior graduate student scholarships:

- a. J. Lanier Yeates Scholarship in Law
- b. Lopez Family Graduate Student Scholarship in Chemical Engineering #2
- c. Louise W. Kinney Endowed Superior Graduate Award in Opera Studies
- d. Larry and Catherine Vollmer Superior Graduate Scholarship in Engineering

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors does hereby approve the request from LSU A&M to augment the Carrigan Graduate Student Scholarship in History; and

**BE IT FURTHER RESOLVED** that the interim President, as may be appropriate, is hereby authorized and directed to execute any documents required to obtain the matching gift and otherwise complete the augmentation of the Carrigan Graduate Student Scholarship in History.

4.B. Finance Committee

4.B.1. Request to Approve Changes to the Competitive Thresholds for Information Technology and Consulting Services Procurements

Upon motion by Mr. Starns, and seconded by Mr. Armentor, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College approves increasing the competitive thresholds for information technology and consulting services procurements to \$150,000 and \$75,000, respectively.

4.B.2. Request from LSU Shreveport to Approve an MOU with Bossier Parish Community College for Tuition Discount for Their Employees

Upon motion by Mr. Woods, and seconded by Mr. Temple, the Committee recommended the following resolution for Board approval:

**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

Shreveport for a 50% tuition waiver for employees of Bossier Parish Community College meeting certain criteria.

**BE IT FURTHER RESOLVED** that the Board of Supervisors does hereby authorize the President, or his designee, to execute the MOU between LSUS and BPCC providing for 50% tuition waivers for full-time BPCC employees.

- 4.B.3. Request from LSU Alexandria to Approve a Cooperative Endeavor Agreement with Alexandria Country Day School (ACDS) to continue operations of University Academy on the LSUA Campus

Upon motion by Mr. Woods, and seconded by Mr. Anderson, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby authorize the President of LSU, or his designee, to execute the proposed cooperate endeavor agreement between LSUA and the Alexandria Country Day School (ACDS), under which ACDS will be allowed to continue operations of University Academy on the LSU Alexandria campus as outlined.

**BE IT FURTHER RESOLVED** that the President of LSU, or his designee, be and he 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 include in the Agreement any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

4.C. Property & Facilities Committee

- 4.C.1 Request from LSU A&M to Approve an Act 959 Project for UPS1 Replacement and System Upgrades at the Fred C. Frey Computing Services Center Building

Upon motion by Mr. Armentor, and seconded by Mr. Brown, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President of LSU or his designee to approve the following project and process the project through the appropriate administrative channels of review and approval, namely, the Board of Regents, the Division of the Administration, Office of Facility Planning and Control, and the Joint Legislative Committee on the Budget, pursuant to Act 959 of the 2003 Regular Legislative Session enacting R.S. 39:128(B)(4) as amended pursuant to Act No. 78 of the 2006 Regular Legislative Session: Frey: UPS1 Replacement and System Upgrades. Estimated total project cost is \$2,250,000.

**BE IT FURTHER RESOLVED**, that the President of LSU, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana 3 State University and Agricultural and Mechanical College to approve the plans and specifications for the proposed improvements and to approve cost increases up to 20% of the amount approved to accommodate unforeseen conditions.

**BE IT FURTHER RESOLVED**, that the LSU President, or his designee, is duly authorized by and empowered for and on behalf of and in the name of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College to take such action the he may deem in the

best interest of the Board of Supervisors to process and obtain administrative approvals for this project.”

4.C.2. Request from LSU A&M to Approve the Schematic Design of the LSU Mobility Implementation - Phase 1

Upon motion by Mr. Brown, and seconded by Mr. Temple, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the LSU Mobility Implementation - Phase 1.

4.C.3. Request from LSU Agricultural Center to Approve the Schematic Design of the Welcome Center for Burden Museum & Gardens

Upon motion by Mr. Armentor, and seconded by Mr. Anderson, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College does hereby approve the schematic design for the LSU Agricultural Center’s Welcome Center for Burden Museum & Gardens.

4.C.4. Request to Approve Late Submissions to the FY 2021-22 Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University

Upon motion by Mr. Anderson, and seconded by Mr. Brown, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that the FY 2021-2022 Five-Year Capital Outlay Budget Request and First Year Prioritized Categories for Louisiana State University be amended to modify and include the projects listed below:

**LSU Health Sciences Center Shreveport**

Project Title: Center for Medical Education and Wellness

Existing authorization: \$60,000,000

Supplemental Funding \$14,000,000 (\$12,000,000 Self-Gen, \$2,000,000 GOB)

New Total \$74,000,000

**LSU Agricultural Center**

Project Title: Dean Lee Tornado Damage Building Repairs and Reconstruction

Funding: \$2,160,000 in state funds.

4.C.5. Request from LSU Health Sciences Center - New Orleans to Amend Prior Authorization for the President to Determine an Acceptable University Purpose for the Purchase of Immovable Property by the LSU Health Foundation, New Orleans

Upon motion by Mr. Morris, and seconded by Mr. Brown, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College hereby authorizes the President, or his designee or successor, to determine if an Acceptable University Purpose exists, for purposes of the Uniform Affiliation Agreement, for the LSU Health Foundation, New Orleans to purchase or otherwise acquire immovable property located within one-half mile of any property boundary of the LSUHSC-NO campus, provided that:

1. Before making such a determination the President shall consult with the Chair, the Chair-Elect, the Chair of the Property and Facilities Committee, and the Chair of the Finance, Infrastructure, and Core Development Committee of the Board regarding the proposed property transaction;
  2. This authorization shall not extend to the purchase of immovable property where the purchase price is greater than \$6 million; and
  3. This authorization shall not be construed as a commitment, formal or informal, by the Board to purchase or acquire any such property from the LSU Health Foundation, New Orleans in the future.
- 4.C.6. Request from LSU Alexandria for the LSUA Foundation to Accept a Donation of Property at 5608 Grove Lane in Alexandria, Rapides Parish, Louisiana

Upon motion by Mr. Brown, and seconded by Mr. Armentor, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, pursuant to the Uniform Affiliation Agreement between it and the LSUA Foundation, authorizes the President, or his designee, to determine if an acceptable university purpose exists for the LSUA Foundation to accept the donation of a house and other immovable property located in Rapides Parish, Louisiana from Richard B. Crowell, upon receipt of all appropriate due diligence efforts and review of the final act of donation to insure it includes such terms and conditions as the President of LSU, in consultation with the Office of General Counsel, deems to be in the best interests of LSU.

4.D. Affiliated Organization Oversight Committee

- 4.D.1. Recommendation to Approve an Affiliation Agreement with the Pennington Biomedical Research Foundation

Recommendation to Approve an Affiliation Agreement with the LSU Health Foundation, New Orleans

Recommendation to Approve an Affiliation Agreement with the LSU School of Medicine - New Orleans Alumni Association, Inc.

Recommendation to Approve an Affiliation Agreement with the LSU HSC Foundation in Shreveport

Recommendation to Approve an Affiliation Agreement with the Louisiana 4-H Foundation

Upon motion by Mr. Morrow, and seconded by Ms. Werner, the Committee recommended the following resolution for Board approval:

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Pennington Biomedical Research Foundation, as presented.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Health Foundation, New Orleans, as presented.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU School of Medicine-New Orleans Alumni Association, Inc., as presented.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the President to execute the affiliation agreement with the LSU Health Science Center Foundation in Shreveport, as presented.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the President to execute the affiliation agreement with the Louisiana 4-H Foundation, as presented.

V. Reconvene Board Meeting

After adjournment of the Committee Meetings, the Regular Board Meeting was called back to order.

VI. Approval of Meeting Minutes

Upon motion by Mr. Morrow, seconded by Mr. Woods, the Board voted unanimously to approve the minutes of the Board meeting held on October 23, 2020.

VII. Report from Chair of Presidential Search Committee and Related Matters

Mr. Williams provided an update to the Board on the progress of the work of the presidential search committee.

Comments by Ms. Laurie Wilder and Ms. Porsha Williams from Parker Executive Search related to listening sessions with constituency groups, drafting of job description and university structure.

VIII. Personnel Actions Requiring Board Approval

Upon motion by Ms. Werner, seconded by Mr. Starns, the Board voted unanimously to approve the Personnel Actions.

IX. Reports from Council of Staff Advisors and Council of Faculty Advisors

The Staff Advisors provided a written report given to the Board prior to the meeting.

Dr. Jim Robinson provided an informational reports for the Faculty Advisors.

X. President's Report

President Galligan reported on the following: Update of LSU sexual misconduct and media responses; north Louisiana visits; accomplishments on various campuses; main campus commencement plans; and COVID guidelines.

XI. Reports to the Board

Upon motion by Mr. Zuschlag, seconded by Mr. Morrow, the Board voted unanimously to approve the following reports.

- A. 1<sup>st</sup> Quarter Informational Report
- B. FY2020-21 1<sup>st</sup> Quarter LSU Investment Report
- C. 1<sup>st</sup> Quarter Audit Report

XII. Approval of Committee Reports

Upon motion by Mr. Blossman, seconded by Ms. Jones, the Board voted unanimously to approve all Committee recommendations.

XIII. Board Self Evaluation

The Chairman reported that the Board self-evaluation was completed.

XIV. Chairman's Report

Mr. Dampf shared the following message on behalf of the Board of Supervisors.

The LSU Board of Supervisors wants to assure our community that we are actively engaged in resolving the recent accusations of mishandled sexual violence cases. We publicly reaffirm our commitment to preventing sexual violence, addressing any culture that leads to this type of behavior, and supporting victims and survivors.

We support President Galligan's engagement of Husch Blackwell, an experienced third party, to review past cases for compliance. It will take some time for them to work through the facts. If errors were made, we want them fixed. If any members of our university community failed to fulfill their responsibilities, they will then be held appropriately accountable.

While Husch Blackwell's work is in progress, the President is meeting with student leaders and advocacy groups to learn how we can better serve our students in their most vulnerable times and provide better support. LSU will not stand still on this issue.

Every member of the University community must be treated fairly, equitably, and with respect. The University's missions of education, research and service require an open and welcoming environment conducive to growth, learning, and exploration. We can achieve our mission only when every member of the LSU family feels safe from sexual violence, discrimination or any other unacceptable behavior.

In closing, we echo President Galligan's commitment to transparency and change.

XII. Adjournment

Mr. Dampf announced the next meeting is scheduled for January 2021.

Without objection, the meeting was adjourned.



Office of the Vice President for Agriculture

January 5, 2021

President Tom Galligan  
LSU System President, Interim  
3810 W. Lakeshore Drive  
Baton Rouge, LA 70808

Dear President Galligan,

Dr. Krishna Paudel has been selected to work, as part of a two (2) year research program with the United States Department of Agriculture Economic Research Service (USDA ERS). The mission of USDA ERS is to anticipate trends and emerging issues in agriculture, food, environment and rural America and to conduct economic research to inform and enhance public and private decision making. This request will require a two (2) year, unpaid leave of absence from the AgCenter by Dr. Paudel. The opportunity for Dr. Paudel will provide significant professional experience and a unique opportunity for collaboration with USDA ERS and the LSU AgCenter, which will provide benefit to our faculty, staff and producers.

Section IV of PM-20 requires approval from the Chancellor, President and Board of Supervisors for leave that extends beyond one year. The LSU AgCenter approves of this request. Please accept this letter as a request for Presidential approval and a request for review as a Personnel Action Item at the next Board of Supervisors meeting.

Thank you for your attention to this matter.

Sincerely,

William B. Richardson  
Vice President for Agriculture  
and Chalkley Family Endowed Chair