

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is entered into by and between:

THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL COLLEGE, a body corporate existing under the Constitution and laws of the State of Louisiana, represented herein by its duly authorized Director of Athletics, Joseph Alleva ("University"); and

MATHEW R. CANADA, an individual resident of the State of Louisiana ("Canada").

University and Canada are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS AND BACKGROUND

WHEREAS, the University and Canada are parties to an "Employment Contract" effective December 29, 2016, by which University has employed Canada as Assistant Coach and Offensive Coordinator of the LSU football program (as supplemented and/or amended, the "Employment Contract");

WHEREAS, the Employment Agreement includes certain provisions concerning rights and responsibilities of the Parties with respect to termination of Canada's employment with the University;

WHEREAS, the University and Canada have mutually agreed to terminate Canada's employment by University as of January 10, 2018;

WHEREAS, the University and Canada have agreed that the Employment Agreement shall be terminated and that Canada shall separate from employment with University in accordance with the terms and conditions set forth in this Agreement rather than the terms and conditions of the Employment Agreement;

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

University: _____

Canada: _____


AGREEMENT

Section 1. Termination of Employment Agreement.

- A. The University and Canada agree that Canada's employment with the University shall terminate effective January 10, 2018 ("Effective Date").
- E. On the Effective Date, the Employment Agreement shall terminate for all purposes and shall be of no further force or effect, and neither the University nor Canada shall have further rights or obligations under the Employment Agreement. Canada agrees that he has been paid all monies due him from the University as wages, compensation, bonuses, benefits, and all other entitlements in respect of his employment on or prior to the Effective Date, other than any final amount due to him in accordance with any unpaid compensation (which will be deemed to include his bowi bonus earned and accrued but not yet paid) he has earned through the Effective Date, which will be paid to Canada on the University's next standard payroll date. It is expressly agreed that the medical benefits granted to Canada through the Employment Agreement shall cease no earlier than February 1, 2018.

Section 2. Payments to Canada After Effective Date.

- A. The University agrees to pay Canada the lump sum of \$1,000,000.00 on or before January 31, 2018.
- B. The University agrees to pay Canada \$700,000.00 in twenty (20) equal monthly installments of \$35,000.00 per month, with the first installment paid on or about February 28, 2018, and subsequent installments paid on or before the last day of each subsequent month (with the final installment paid on or before September 30, 2019). The University shall have the right to accelerate any or all of these installment payments, in its sole discretion.
- C. Canada understands and agrees that the payments made to him under this Section 2 shall not be considered salary for retirement purposes and that the University shall not make retirement contributions on these payments. However, the payments are subject to all withholding and reporting required by applicable state and federal law as amended or enacted from time to time. Except as expressly set forth in this Agreement, Canada is not entitled to any payment or form of compensation or benefit from the University, including any salary, supplemental compensation, fringe benefits, or other severance or termination benefits.

University: 

Canada: 

- D. The payments due under this Section 2 shall not be subject to reduction, offset, mitigation or extinguishment by any compensation Canada earns or is entitled earn to from other sources, including payments from future employer(s).
- E. In the event of Canada's death prior to completion of the payments due him under this Section 2, the University shall deliver the remaining payments under this Section 2 to the executor or administrator of his estate upon presentation of satisfactory proof of letters testamentary or letters of administration issued by a court of competent jurisdiction. Any delay in delivery of payments pending receipt of that proof shall not be deemed a breach of the University obligations under this Section 2.

Section 3. Responsibility for Taxes.

- A. Canada agrees to bear sole responsibility for any and all direct or indirect tax consequences of the payments provided to him under this Agreement.


Section 4. Non-Interference and Non-Discouragement.

Canada covenants and agrees that he shall not:

- A. Interfere in any way with the activities of the University's football team or Athletics Department and shall not discourage the staff or current members of the football team from cooperating in the transition to a new Offensive Coordinator, or from performing their duties to the best of their abilities; or
- B. Interfere with or discourage student-athletes who have signed national letters of intent to enroll at the University.

Section 5. Non-Disparagement.

- A. Canada agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via traditional media, social media, on websites or blogs, that defame, disparage or in any way criticize the reputation, practices, or conduct of the University or any of its employee or representatives, including specifically all employees of the Athletics Department and football program. This non-disparagement obligation extends but is not limited to Canada's communications with student-athletes and prospective student-athletes. Canada further understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that the University would be irreparably harmed by violation of this provision.

University: 

Canada: 

- B. The University agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via traditional media, social media, on websites or blogs, that defame, disparage or in any way criticize the reputation, practices, or conduct of Canada, his representatives or his family members. This non-disparagement obligation extends but is not limited to the University's communications with student-athletes and prospective student-athletes. The University further understands and agrees that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that Canada would be irreparably harmed by violation of this provision.
- C. Should either Party violate the provisions of this Section 5, the other Party shall have the right to seek injunctive relief and damages, without the necessity of posting security.

Section 6. Cooperation with Respect to NCAA Matters.


Canada covenants and agrees that he shall fully cooperate with the University with respect to any NCAA investigation, proceeding, or hearing relating to or directly or indirectly arising out of (a) Canada's activities as an assistant football coach of the University, or (b) the operations or activities of the University's Athletics Department, football team, coaches, or staff members during the period of Canada's employment with the University.

Section 7. Return of University Property.

Within ten (10) business days of the Effective Date, Canada shall complete the University's standard exit procedures, including return of all University property, including keys, University ID, mobile telephones, PDAs, computers, credit cards, calling cards, and any other University property in his possession. Canada shall return his courtesy vehicle(s) on or before January 25, 2018.

Section 8. Release and Waiver of Claims.

- A. Canada irrevocably and unconditionally releases and discharges the University, its current and former Board members, President, officers, employees, agents, representatives, successors, assigns, and related entities ("Released Parties") from any and all causes of action, suits, claims, liabilities, damages, demands, costs, attorney's fees, agreements, promises, rights, obligations, equities, actions and legal theories of whatever kind, in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual and

University: 

Canada: 

consequential, specific and general, however denominated ("Claim" or "Claims"), that Canada or his heirs, executors, administrators, successors and assigns ever had, now have, or may have against the Released Parties arising directly or indirectly out of or in any way related to the following: (i) his employment with the University; (ii) termination of his employment with the University; and (iii) any act or omission of any of the Released Parties that occurred prior to the Effective Date.

- B. The release set forth in Section 8.A expressly covers, but is not limited to, any claims that Canada may possess, or may have raised, under any state or federal law prohibiting discrimination in employment on the basis of sex (including sexual harassment), race, age, disability, handicap, national origin, ancestry, religion, sexual orientation, marital status, parental status, source of income, or any other basis in violation of any city, local, state or federal laws, ordinances, executive orders, regulations or constitutions, or that the University otherwise violated any city, local, state, or federal laws, ordinances, executive orders, regulations or constitutions, including Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 et seq., the Family and Medical Leave Act, 29 U.S.C. §2601 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq., the Equal Pay Act, 29 U.S.C. §206(d), and the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq. ("ADEA"), and/or their Louisiana state law counterparts, if any, including, but not limited to, La. R.S. 23:1021, et seq. (Louisiana Workers' Compensation Law), La. R.S. 42:1169 and La. R.S. 23:967, and Civil Code Articles 2315 and 1934, and/or any other state or federal statute, law or regulation. This Agreement shall operate as a full accord and satisfaction of all claims and causes of action which were, or could have been, raised by Canada, including but not limited to all claims for back pay, front pay, reinstatement, general damages, special damages, compensatory damages, monetary damages, and any other fees or expenses, including but not limited to attorney's fees and costs.
- C. With respect to any Claims released by Canada under Section 8.A or 8.B, Canada understands and acknowledges that: (i) he is making a knowing and voluntary waiver or any claims he might have with respect to the termination of his employment with the University; and (ii) the University hereby expressly advises him in writing to consult with an attorney prior to executing this Agreement, and that he has consulted with an attorney prior to executing this Agreement.
- D. University irrevocably and unconditionally discharges Canada or his heirs, executors, administrators, successors and representatives from any and all causes of actions, suits, claims, liabilities, damages, demands, costs, attorney's fees, agreements, promises, rights, obligations, equities, actions and legal theories of

University

Canada

whatever kind, in law or in equity, in contract or tort or public policy, both known and unknown, suspected and unsuspected, disclosed and undisclosed, actual and consequential, specific and general, however denominated ("Claim" or "Claims"), that University ever had, now has, or may have against Canada or his heirs, executors, administrators, successors or representatives arising directly or indirectly out of or in any way related to the following: (i) his employment with the University; (ii) termination of his employment with the University; and (iii) any act or omission of Canada that occurred prior to the Effective Date.

Section 9. Official Announcement.

- A. University agrees to release this transaction on its official athletics website as a featured story with the title "LSU and Matt Canada reach mutual agreement to part ways" and tweet a link from @LSUfootball using the verbiage "LSU and Matt Canada reach mutual agreement to part ways" to this featured story to make the official announcement. University agrees this will be the only vehicle to make the official announcement. The intent is to release the news only via @LSUfootball and on the LSU official athletics website.
- B. In the official release, Ed Orgeron agrees to state, "I want to thank Matt for his contribution here at LSU and wish him and his family the best. We have mutually agreed to part ways as we are going in a different direction offensively but are always grateful for the time and effort Matt made here at LSU."
- C. University agrees that the financial terms of this Agreement will be released between 7:00 p.m. CT and 8:00 p.m. CT on Saturday, January 6, 2018, and that no financial terms will be released prior to that time.

Section 10. Notices.

All notices given under this Agreement, whether required or discretionary, shall be in writing and addressed as follows:

- a. Notice to University:

Director of Men's Athletics
Louisiana State University
Athletic Administration Building
Louisiana State University
Baton Rouge, LA 70804
With fax to (225) 578-7370

University: 

Canada: 

b. Notice to Canada:

Mathew R. Canada
c/o Pete Roussel (agent)
Coaches Consulting Group
2700 Post Oak Blvd. Suite 1450
Houston, Texas 77056

Section 11. Nonassignment.


Each Party shall not assign this Agreement or any right or interest under this Agreement without the express written consent of the other Party, which consent may be withheld in that Party's absolute discretion.

Section 12. Entire Agreement.

This Agreement contains the complete agreement between the parties concerning the termination of Canada's employment with the University. Neither Party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either Party relied on any such representation in entering into this Agreement.

Section 13. Miscellaneous.

- A. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute the agreement of the Parties.
- B. The Parties acknowledge that each has carefully read and reviewed this Agreement; each individual signing is of the legal age and is legally competent to execute this Agreement; each individual signing in a representative capacity is so authorized; and each party executes this Agreement for the recited purposes and considerations after the advice of counsel.
- C. The Parties acknowledge, represent, and agree that this Agreement does not constitute and shall not be construed as an admission either of liability for, or a lack of merit in, any released claim. Execution of this Agreement shall not be construed as an admission that a party violated any law or breached any covenant or obligation owed to another.
- D. The statements and covenants herein are not merely recitals, but are contractual.

University: 

Canada: 

- E. This Agreement has been mutually negotiated by the Parties and shall be fairly interpreted in accordance with its terms and without strict interpretation or construction in favor or against any party. As used herein, the singular number shall include the plural, the plural shall include the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require.
- F. If any provision (or part thereof) of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein (or part hereof).
- G. This Agreement shall be governed by, construed and interpreted under Louisiana law. Any action brought by any Party to this Agreement shall be brought and maintained exclusively in the Nineteenth Judicial District Court for the State of Louisiana or in the United States District Court for the Middle District of Louisiana, and the Parties hereby consent and submit themselves to the exclusive venue and personal jurisdiction of said courts with respect to all such disputes and controversies.
- H. The execution of this Agreement by each of the Parties hereto shall be evidenced by the signature(s) of said Party or of their respective authorized representative herein below.

Section 14. THIS IS A LEGALLY ENFORCEABLE AGREEMENT. CANADA AGREES THAT HIS SIGNATURE BELOW SIGNIFIES HIS ACKNOWLEDGEMENT THAT HE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown below.

UNIVERSITY ("LSU")

By: Joseph Alleva
Joseph Alleva
Director of Athletics

Date: 1-5-18

MATHEW R. CANADA

Mathew R. Canada
Mathew R. Canada

Date: 1/5/18

8

University: Ja
Canada: [Signature]